App F IX-4

Previous References
CM 57-54-1,2,3,4,9,10
CM 11-52-9 10,17, 18
CM Dep No 234/53

Later References
Cm ~~97~~ 56 - 51 - 2
Cm 1346/52
HH 8CI 37

195 4-55
(CM)

File No 97-54-
Serial Nos 9, 10, 14,

MYSORE GOVERNMENT SECRETARIAT

Serial Nos. Four

P-39
E

Part B for February 1955

SUBJECT

Construction of an additional R.C.C Tank at Davanagere"

WD 06701—GPB—25 000—11 8 54

To,

The Municipal Commissioner, Davanagere
" Accountant General
" Controller, S A A,
" Chief Engineer

L 14236-9/Dated 26/28 2 1955

Pacses Orders

Ramadeshwar
2/3/55

OFFICE OF THE SPECIAL OFFICER, EFFICIENCY AUDIT, BANGALORE

31/52

OFFICE OF THE MINISTER FOR PUBLIC HEALTH AND LOCAL-SELF GOVERNMENT
FEB
No. 5261

7225
FEB

Repairs to existing steel tank and construction of a new R C C tank at Davangere

During my visit to Davangere in December 1953, I observed that the steel water tank located near the Municipal Office buildings was in disrepair and large quantity of water was being wasted by leakage I learnt also that the construction of a new R C C tank has been delayed for one reason or the other and the people in the city are labouring under considerable difficulty due to inadequate supply of drinking water

2) Connected records on the above subjects available in the City Municipal Office were examined A copy of the note in two parts on these topics is enclosed for favour of perusal The Municipal authorities may be directed to get the question of repairing the old steel tank finally settled without further delay as nearly 15 to 20 thousand gallons of water per day are now being wasted on account of leakage They may also be directed to take up the construction of the new R C C tank immediately and put it into service at the earliest possible time in order that the citizens of Davangere may be considerably relieved of the difficulties they are now experiencing in obtaining adequate water supply.

(J. Appaji Gowda) 4/2/54
SPECIAL OFFICER

797

Minister for Public Health
and Local Self-Government) 3) 8/2/54

(S G Sastry)

4) 9/2

5) A draft to CE as per instructions

6) Putup a typed draft

7) A typed draft as per

8) 20/2

8 FEB 1954

CW
Put up tomorrow
with the file
9/2
RS 11/2
RS 17/2
RS 20/2
23/2

1225/Wd 8210/Wd DVS Water Works Reports to Steel Construction gen addl tank (2) R.C.C. Tank

8) Draft letter to the Chief Engineer put up for appl.

Sd/-

Sd/-

9) Issue and remind once in ten days

Sd/-

24 FEB 1954 DEPARTMENT

12)(a) Mun

Sub ger R.C

Issued L 15499 1/3/54 to the CE

A/S 12(c) The M asks as to repo

Sd/- 1/3 Reminder issued on 15th instt

From The CE

Sd/- 10075 dt 20/3/54 intimating that the work is being done by the PU authorities

10) A draft to the Govt DVS is put up, since the work is stated to be done by the PU authorities

RS 25/3 12

RS 26/3

RS 27/3

Sd/- 27/3

1) Issue

Sd/-

Issued

Sd/- 24/3 12) DO Reminder to the M C Davangere is put up for approval

ETAPY TO SC 29 MAR 19 D D DAV

Sd/- 2/4

Sd/- 5/4

13) Issue

Sd/-

Reminder L 9129 5-4-54

(3) M 8210 if 361
Repairs to the Steel tank at Davangere
Construction of a new RCC tank

Letter no HC 2/54-5 dt 9/4/54 from the HE, Dgre
furnishing information in the matter with the
plan of the tank

14) Subt w/ref to paras (9, 12 & 13) supra
As stated by the HE Dgre further report incl
be awaited till 25/4/54 and then a reminder
will issue

15) This is about the construction of the new
tank But what about the repairs
to steel tank

17/4 SDO 17/4

ADM

From

The M/ Comm Davangere Cy. M/S
HC 2/54-55 dt 30 4 54.
Furnishes his report. Called for

16) The letter of the M/ Comm as for perusal

This Q page 14

17) He has furnished a statement showing the
progress made in the construction of the additional
RCC tank for the fortnight ending 15 4 1954

18) As regards repairs to steel tank at Davangere
he has stated that necessary action is being taken
for the speedy execution of the work

Subtd for perusal Ref Ans 12 (a & b) supra

9/6 SDO 12/6

19) The progress of work of the new R-C C
tank is very miserable. Dir

(4) 8210, 361, 870

Repairs to Steel tank at Dowrangue and Construction of an additional R.C.C. tank

outlay of Rs 3673-0-0 only is shown as against Rs 1,20,000 the "Work than six years ~~[illegible]~~ over"

"The EE C. will be requested to suggest ways and means of expediting the work

Secy Dept)

16/6

19 JUN 1954
DEPARTMENT

20) Write a strong letter to the Commissioner and say that action will be taken against him if the work does not progress more quickly

21) Has the old tank been removed)

[illegible]

[illegible] a draft letter for approval

[illegible] for appl (This will be issued [illegible] signature, [illegible])

11 1954
DEPARTMENT

24/6 29/6

Secy Dept)

31/7

L. 3910/8 7 54

8/7

21) 6/7

Mysore Government Secretariat

File No. 870, 2776 & 2777 — Construction of an additional R.C.C. Tank at Davangere & repairs to the existing all steel storage tank — 195

[App F III 2

Serial No

From

7) The M.I. Comm. Davangere Cy-MJ
HC 66/53-54 Dt 9.7.54
Forwards his report relating to repairs to the existing all steel storage tank

7) The M.I. Comm. Davangere Cy-MJ
HC 2/54-55/Dt 9.7.54
Forwards his report re Construction of an additional R.C.C. Tank at Davangere

25) The M.I. Comm. has reported that the Chief Engineer of Mysore B'lore who was consulted in the matter of effecting repairs to the existing all steel storage tank has ~~pon~~ opinion that the repairs to steel tank cannot only be undertaken when the additional R.C.C. tank gets completed (Ref para 21 supra

26) As regards, Construction of an additional R.C.C. tank at Davangere he has reported that the bases to an extent of Rs 23,335/- have been excavated & that the contractors Messrs Ibrahim Rahimatulla & Co have been served with a severe notice to take

Note — Contn Sheet

(6) 2776, 2777, 3057, 3668/171

Construction of an additional R.C.C. Tank

File No Repairs to Old Steel Tank — Davangere of 195

Mysore Government Secretariat

Serial No

up the work vigorously & that if the work does not progress satisfactorily the Contract will be liable to be Cancelled subject to ref to para 20 supra

27) Further progress report may be awaited & the progress watched

95/17/20 SCB 24/7/71

The old tank has not been repaired Therefore, there is loss of water to the extent of 15,000 to 20,000 gallons every day (This is with reference to para 21)

28 After perusing the progress of work of the present contractor, I think it is better to cancel his contract and Call for fresh tenders by entrusting the work to the Public Works Department There is no use to depend upon this contractor The Commissioner's letter may kindly be perused

26/7

Secy Dept) 26/7

30) The Commr has taken action to issue a Special notice get a report if things have improved or if the Contract can be cancelled

28/7 28/7

31) Subject with a draft letter for approval

95/29/7 SCB 30 2/8

32 Issue

Dr Sri Gopal Commr Davangere dist MS & S 67 & 68 Call for information

WD 04861—GPB—60,000—22-1-64

Sri A 2/8/8

GOVT R 2 GOV 26 AUG 1971 DEPARTMENT

(1) 3057, 3608/M, 4174/M

Construction of an additional RCC Bank - Davangere (A-M)

From

The M Commr Davangere City - MS'

He 2/52-55 Dt 11/3 8 52

Forwards his report in the matter

33) The report of the M Commr as for personal

He reports that the Contractors have reported that in response to the notice issued by him that they have collected MS Rounds, Jelly, Sand and Scaffolding materials for work - about Rs 5000/- for the above work and that the work is in progress

34) He has also forwarded a copy of the resolution dated 30 7 52 passed in the Council. The MCl ~~They~~ have resolved by a majority of votes that the Contractors be allowed a month's time, during which they should collect materials to the satisfaction of the President & the M Commr and start improvement as per terms of agreement, failing which the Contract should be cancelled

35) If approved, a progress report will be called for

36) Yes

fortnightly

9/9 10/9

15/9

Seen & the 30 7 52 & the resolution Dt

(8) 4194, 4774/M1

Construction of an additional R.C. Bank on Davangere Alg-Mlg

From

The M1 Commr Davangere Alg-Mlg

H.C. 2/52-55 Dt 5 10 52

Forwards a report in the matter

37) The report of the M1 Commr is for perusal. As promised by him another progress report may be awaited.

DS 15/X

Sd 17/10

38) Misc

Sec A 21/X

From

The M1 Commr Davangere Alg-Mlg

H.C. 2/52-55 Dt 17 11 52

Forwards a report in the matter

39) The report of the M1 Commr Davangere Alg-Mlg is for perusal. He has stated that the work has not been progressing rapidly. ~~He has stated~~

A special notice has been served ~~a special notice~~ upon the Contractor by the M1 Engineer to show cause as to why the contract should not be annulled in accordance with Clauses 16, 17 and 24 of the agreement.

40) It has stated that the matter is being placed before the M1 Commr and further-

(9) 4774, 5718, 6414

Construction of an additional RCC Tank in Davangere city

action to be taken is being decided in the next meeting

Final report reg. Pl continue the note immediately

For perusal
24/11 26/11

From
The Pl Commr, DV & City Mlcy
letter no Jtc 21.54-55 dt 1/12/54
Forwards a report

42) The report of the Pl-Commr is for perusal

43) The Pl commr requests orders to the proposal of the Pl-el to cancel the contract of M/s Ebrahim Rahamatulla & Co and to enter into correspondence with the contractor Sri Sitaram Iyengar as to whether he is ready to undertake the remaining portion of the work etc and (2) re-the enforcement of the penal clause VI of the agreement with the contractor for forfeiting the tender deposit of Rs 6000/-

1/12 10/12

44 The Municipal Commssioner reports that he is competent to cancel the contract if he considers that there has been unnecessary delay on the part of the contractor in carrying out the work and that this is in accordance with clause 17 of the agreement Though this clause is in the agreement yet the Commissioner considered that it was safe to obtain the opinion of the Municipal Council in regard to the cancellation of the contract of Ebrahim Rahmatullah & Co

(10) 4774/MS 918, 6414.
Construction of an additional R.C.C. tank in Davangere City - Mis

A resolution was passed cancelling the contract as the contractor failed to show satisfactory progress in spite of grant of two months' time on each occasion The Council have further resolved that the work be entrusted to Sitaramaiyengar, who has done construction of another R C C tank at the place The Commissioner brings to the information of Government that a sum of Rs 9,998-7-1 is due from Ebrahim Rahmatullah & Co , to the Municipality, being the balance of advance relating to under-ground drainage works and states that Government have ordered in their letter No L 8264/C M 57-54-10 dated 8-10-54 that 5% should be deducted towards adjustment of advances out of the contractor's bills for R C C Tank work and that the above letter was recorded in Council meeting dated 30-10-54, that no bills in respect of R C C Tank were paid to the contractor since 30-10-54 and hence no recovery was made towards the advance due by him, and that as per the final bill prepared by the Municipal Engineer, a sum of Rs 1,805-3-0 is due to the contractor and that the entire amount may be ordered to be adjusted towards the recovery of the advance Thus the Commissioner solicites orders of Government to adjust this amount of Rs 1805-3-0 towards the advance

, Flag E

4S What has to be noticed in this connection is that the Commissioner need not refer this matter of adjustment to Government and solicit orders It is his duty to see that the advance due to the Municipality not only from this contractor but also from others is recovered or adjusted and the accounts settled by himself and orders of Government on all these matters need not be sought This is one aspect of this question

Construction of an additional R.C.C Tank in Davangere City MS (11) 6414/1971

46 The second and more serious aspect is this As matters stand now, there seems to be no possibility of recovering the sum of Rs 9998-7-1 from this contractor because the final bill according to the Commissioner's letter dated 1-12-1954 is Rs 1805-3-0 only He says in his letter that only 5% should be deducted from R C C Tank Bills towards adjustment of advance Thus he gradually tries to throw the entire responsibility on Government for not recovering the entire advance due from the contractor He says that according to instructions of Government conveyed in letter No L 8264/CM 57-54-10 dated 8-10-54, he is recovering only 5% of the R C C work bills

Flag G

Flag E

47 How Government passed orders to adjust only 5% towards the advance drawn by this contractor was verified It is seen in his letter dated 12-7-54 that the Municipal Council passed resolution~~s~~ stating that as the contractor owes to the Municipality a sum of Rs 9998-7-1 being the balance of the advance given to him for under-ground drainage work, the recovery may be made as follow~~s~~, while paying the contractor's bills for R C C Tank (Vide para 5 page 30 of the collection 57-54 - placed below)

Flag N

Flag P

(1) Cost of material supplied, if any
(2) 5% towards the reserve as per agreement entered into with the contractor,
(3) 5% towards adjustment of advance outstanding against the contractor in respect of underground drainage work entrusted to him

It is this resolution of the Municipal Council ~~of the Municipal Council~~ that was approved by Government

48 The Commissioner has stated in that letter Flag P as follows -

"As regards delay in settlement of the claims of the contractor, I write to state that the claims in respect of the 22 works could not be settled on account

(12) 6414/M

Construction of an additional Rice Bank in Davangere City - Mys -

of the heavy advances outstanding against the contractor regarding which considerable correspondence ensued and there were several irregularities in the procedure adopted in respect of the execution of the work which required to be ratified by the Council Now the irregularities have been ratified by the Council and the bill amounts will be finally adjusted towards the advance due from the contractor »

49 It is clear from this letter that the bill amounts should have been ~~will be~~ finally adjusted towards the advance due from the contractor Therefore the responsibility of passing the claims in respect of these 22 works and adjusting the amount towards the advance rests entirely upon the Commissioner It is not known whether he has settled these claims in respect of the 22 works and adjusted the amounts towards the advance If he has not adjusted then it will be a serious omission on his part However ~~It~~ the Commissioner has to be definitely told that the recovery of Rs 9998-7-1 is a responsibility cast on him and that if by any latches on his part, he allows things to drift and then states that the amount is irrecoverable, then the entire amount has to be recovered from the Commissioner for his latches He cannot expect Government to do the original work and find out ways and means of recovering the amount due from the contractor To see that the entire responsibility is not thrown on Government for not recovering the amount of Rs 9998-7-1 I have noted as above ~~that~~ ~~Unless and until~~ until, unless the Commissioner is held responsible for recovering this amount, it will not be possible to recover the amount and the Commissioner should not wait for orders of Government to adjust the amount of each bill

A

50 With regard to the cancellation of the contract, the Municipal Council have resolved that the contract

(13) 6414

Construction of an additional RCC Sewer in Davangere City - MIS

must be cancelled If the amount of Rs 9998-7-1 is completely adjusted from the bills of 22 works and if the amount in respect of the 22 works has been paid to the contractor, then there is no other course except continuing the contractor till the amount is adjusted If the 22 works bills have been settled without adjusting the advance, then the Commissioner has committed a serious mistake and almost compelled Government to continue the contract in respect of Ebrahim Rahmatullah & Co , because Rs 9998-7-1 is still due from them Therefore further clarification seems to be necessary on the point whether he has settled the claims of 22 works and paid the amount to the contractor without adjusting towards the advance, as promised in his letter dated 12-7-54

B

Flag N

Flag Z

5 The next point that has to be considered is the resolution dated 29-11-54 It is stated therein that the remaining work after cancellation may be entrusted to Sri Sitaramaiyengar at tendered rates of M/S Ebrahim Rahmatullah & Co The works undertaken by M/S Ebrahim Rahmatullah & Co , are very important The resolution is in page 82 If Sri Sitaramaiyengar states that he is willing to take the work at their rate of M/S Ebrahim & Co, then only he can be ~~compelled~~ wished to take up the work, if not it may not be desirable to compel him to take up the work at the rates of M/S Ebrahim Rahmatullah & Co , because their rates may or may not be workable Therefore the Municipal Commissioner will be instructed to contact Sri Sitaramaiyengar and ascertain whether he is willing to take up the work at the rates tendered by M/S Ebrahim Rahmatullah & Co , and if he is not willing, at what rate he is willing to work

52 Points noted at A, B & C are for orders

Seen & S.P.

S2 17/12

(14) 6414, 7355/M1

Construction of an additional RCC bank at Davangere

53 The contractors have presented a petition to the Hon'ble Minister a couple of days back. Put up that and note on the points raised by them

18/12

2. 18/12

The M1 Comm Davangere City-MS
Letter no L 12402/CM 97-54-10 Dt 6-1-55

Calls for a report

Deletion of SMS
Graham Bekomatic Co
as being purchase separately
Dt no 6703/M1
7240

13/1

From

The M1 Comm Davangere City-M1
A.S. 2/54-55 Dt 7-1-55
Furnishes the report

54 The detailed report of the M1 Comm Davangere City-M1 is for perusal. He has finally stated that a sum of Rs 4513-30 is still payable to the contractor & that the amount may be adjusted as against the sum of Rs 9728-8-1 due from him. The M1 Comm further says that for the recovery of the remaining amount of Rs 5215-6-1 a civil suit will be

(19) 7646, 7970, 8257/M1

Construction of an additional R.C.C Dam at Davangere

From

The M1 Commr Davangere City Mkt

H.C 2/52-55 Dt 29/1/55

Furnishes his further report

64 Remarks of the Asst Secretary M1 Dept. on the P.W.D

The Commr has not answered to the point as to why he paid the amount in respect of 22 works

(Sd) V H 2/2/55

65) Table with a draft letter for approval

JI 3/2 Mr 3/2 in 8 days

66 Issue them now

Sd

2 The M1 Commr Davangere City Mkt

L 13290/Dt 4 2 55

Calls for additional information

Sub B (12 2 55)

From

The M1 Commr Davangere City Municipality

H.C 2/52-55 Dt 9 2 55

Furnishes information called for

67 The report of the Municipal Commissioner Davangere City Municipality - as for perusal

p.t.o

(16) 6414, 7355, 7646

Construction of an additional RCC Bank at Davanagere

From

The Mn Commr Davangere Cy-Mn

HC 2/52 55 Dt 16/1/55 —

Forwards his report on the matter

59 The letter of the Mn Commr Davangere Cy-Mn is for perusal. He has stated that the Contractor Sri K N Sulaiamangar (?) was contacted in the matter & agreeable to tackling the remaining portion of the additional RCC Bank work if at least the same given the original estimated rates on account of the reason that the paying nature of work in the foundation is already over and that the remaining portion of work requires costly form work and highly skilled labour

60 The Mn Commr says that this matter is being placed before the Council for their decision at the monthly meeting this month

61 The Mn Commr has been reminded demi-officially on 28/1/55 to forward his final report immediately. The receipt of a report may be awaited

JS
31/1

62 Subld with a reminder for approval

JS
2/2

Mn/2

63) Given (2 months since a reply is received)

Instructions of the Asst Engr to issue a reminder again
JS
1/2

(17) 7646, 7970, 8257/M1

Construction of an additional R.C.C Tank at Davangere

From

The M1 Commr Davangere Cty-Mlty.

H.C 2/526-55 Dt 29/1/55

Furnishes his further report

64 Remarks of the Asst Secretary M1 Dept. on the P.W.D

The Commr has not answered to the point as when he paid the amount in respect of 22 works

(Sd) V H 7/2/55

65) Sri Ba with a draft letter for approval

11/3/2 Mr 3/2 m Sd Dep 66 Issues thereunder

2 The M1 Commr Davangere Cty-Mlty

L 13290/D 4 2 55

Calls for additional information

Sri B (12 2 55)

From

The M1 Commr Davangere City Municipality

H.C 2/526-55 Dt 9 2 55

Furnishes information called for

67 The report of the Municipal Commissioner Davangere City Municipality - as for perusal

P.T.O

(18) 7970, 8257

Construction of an additional RCC Drain on Davangere Aly.

68 In response to this Office letter enquiring whether any amount in respect of the 22 bills was passed by him and whether any amount was adjusted towards the advance due from the Contractors, the Dy Comm states that all the 22 bills were duly passed in audit on 31.12.1954 and the total amount of all the 22 bills amounting to Rs 38,220-1-0 was duly adjusted towards the advance due from the Contractors

69 He has stated that the Contractors were advanced Rs 47,000/- in 1951 and that the materials costing Rs 948-10-0 were also supplied in addition to the above advance. The cost of the work done by the Contractors as against the advance is reported to be Rs 38220-1-0. After adjusting the amount of all the 22 bills it was seen that the Contractors are found to be still due to the Municipality a sum of Rs 9728-9-0

Advance		47000-0-0
Materials supplied	+	948-10-0
Total advance	+	47948-10-0
Full amount in respect of 22 bills adjusted	−	38220-1-0
Balance due to the Mun		9728-9-0

(19) 7970, 8257

Construction of an additional RCC Tank in Davangere city -

70 The MI Commr says that against the sum of Rs 9728-9-0, a sum of Rs 4513-3-0 which was due to the Contractor - was set off against the advance due from the Contractor -

Even after the above adjustment - a sum of Rs 5215-6-0 was still to be due to the MCity from the Contractors. The MI Commr have resolved to take legal action for its recovery

71 Further he has reported that the Contractors have deposited a sum of Rs 6,000/- as tender deposit for the construction of the new RCC Tank. This amounts with the MI Commr in deposit.

72 In this connection, he has sought orders of Govt in the matter of enforcement or otherwise of the penal Clause 17 of the agreement, re forfeiture of the tender deposit amount and also stated as follows -

" If the Govt feel that such a forfeiture will be an extreme measure of punishment

8257

(20) Construction of an additional RCC Culvert on Davangere ag-

and if they are inclined to, hold that the cancellation of the contract is itself an adequate punishment and don't want to order the forfeiture of the tender deposit, then on receipt of orders of Govt. this sum of Rs 6,000/ which has been tendered by the contractor as tender deposit could be adjusted towards the balance of advance outstanding against the contractor's ||

Amount due from the Contractors	9728-9-0
Amount to be paid to the Contractors as pending work the PWD Commt	4513-3-0
Still due from the Contractor	5215-6-0

73 The PWD cannot now have to take action legally against the contractor for the recovery of this sum

6000-00
5215-6-0
7841 0-0

the tender amount so deposited as adjusted. then the PWD only have to pay Rs 784-10-0 to the Contractors

P.T.O

(21) 8257

Construction of an additional R.C.C. Tank on Devangere by-
74 Regarding entrusting the above work to Sri
K. G. Lakshmana Iyengar he has promised
to submit the views of the M.M. Council
after placing the same before them at
a special meeting

Subject for orders
DS 15/2 KSR 16/2

75) The contractor started his work by issuing
a cheque for the deposit of Rs 6000/- which
was dishonoured by the Bank. On all farmers
his tender application itself deserved to be
rejected But ~~[illegible]~~ on many other grounds
the contract was entrusted to them
in the year 1952. From that time till now,
the contractors are not able to complete the
work and the M.C.I. went on giving
time to complete the R.C.C. tank. Now,
they finally resolved that the contract
should be cancelled. It is not desirable
to take responsibility on Govt by continuing
the same contractors. The contract has
to be cancelled. This is the first point

(22) 82 — 57

Construction of an additional R C C Bank Building for orders

76) The second point is about the adjustment of advance due to Sri Ibrahim Rahmatullah Sa Sum of Rs 9728-9-0 is due from him to the Mly The M I Comr tried to throw the entire responsibility on Govt, for non recovery of this amounts But it was proved that the Comr had not adjusted the amount due to his own fault However a sum of Rs 4513-3-0 which is the cost of balance of work is due to the Mly & a sum of another sum of Rs 6000/- being the tender deposit is also with the M I cl Therefore, instead of allowing the M I cl to resort to civil litigation. the entire amount of Rs 9728-9-0 due from the Contractor may be ordered to be adjusted towards the deposit and the balance of Rs 784-10-0 which may be due to the Contractor may be ordered to be paid and the final claim of the

(23) 8257

Construction of an Additional RCC Tank Manangere of Contractor settled This is the Second point for orders

77) The third point is about the entrusting the work to Sri Sitaramaiyengar It is better to call for fresh tenders and dispose of the work It is also better if P.W.D take up the work as the construction of R.C.C tank is a skilled work requiring the constant attention of the Ex Engr This is the third point for orders

17/2/53

Secy (Ten Tdy)

15054
17 FEB 1955
GOVERNMENT OF MYSORE

78) A number of connected issues are involved in the case It is better that the issues referred to the Chitaloong; based on investigation of the case in respect of the points mentioned above & to put his views & recommendation thereon, he may be asked to take a final decision

8251 (24)

Construction of an additional R.C.C tank Davangere

cf

on his report

17/2/57

Minister (L&S)

OFFICE OF THE PUBLIC RELATIONS OFFICER
18 FEB 1957
No 5882

79 I feel that no useful purpose will be served by referring the matter to the Deputy Commissioner, Chitaldrug District as suggested

80 The selection of Messrs Ibrahim Rahimatullah and Co , as Contractor for the construction of the additional R C C tank at Davangere has not been a happy selection From the very commencement, they have not acted fair to the Municipal Council It is evident that they lacked the required capital and was found lacking in initiative, industry and zeal for pushing through the work Several warnings sent to them to accelerate the work and show better progress have had no effect Their attention have been drawn to Clause 17 of the Agreement according to which the Municipal Commissioner is empowered to annul the contract if there should be unnecessary delay on the part of the contractor in attending to or carrying out the instructions relating to the prosecution of the work or in the supply of stores They were also told that the cancellation of the contract will debar them from all claims for compensation or for the return of the earnest deposit The contractors have failed to avail themselves of the several chances given to them to show satisfactory progress I agree with the Municipal Council that the contract entered into with the contractor be cancelled It is seen that a sum of

Rs 9,728-9-0 is due to the Municipality from the contractor and that a sum of Rs 4,513-3-0 is due to be paid to the Contractor The Contractor has deposited a sum of Rs 6,000/- as tender deposit in connection with the work This tender deposit of Rs 6,000/- as also the sum of Rs 4,513-3-0 due to be paid to the contractor may be adjusted towards the balance of advance outstanding against the contractors The balance, if any, remaining may be paid back to them

81 Regarding execution of the remaining portion of the R C Tank Work, I agree with the views of the Assistant Secretary in Para 77 of the notes

21/2/55

21 2 55

82) Issue orders today

21/2/55

83) Submit work & draft S O for approval & also an endorsement to the Contractors

84) Put up the typed draft & orders

22/2/55

85) Submit work & typed draft as directed. This may also be perused by the P W D Secretary before issue

22/2

Secy (Con & Dev)

86

22/2/55

Secy (Rev)

87

22/2/55

I presume w reference to this sect's order on account of hangs of drafts so (SM + LSG)

88

89

Signed others

Secy

15284
22 FEB 1955
DEPARTMENT OF SECRET
EDUCATION SECRETARY
15430
24 FEB 1955
GOVERNMENT OF MYSORE

8257 (24)

Construction of an additional R.C.C tank Davangere

cf

on his report

17/2/57

Minister (Sec)

OFFICE OF THE PUBLIC ... 18 FEB 1957 No 5882

79 I feel that no useful purpose will be served by referring the matter to the Deputy Commissioner, Chitaldrug District as suggested

80 The selection of Messrs Ibrahim Rahimatullah and Co , as Contractor for the construction of the additional R C C tank at Davangere has not been a happy selection From the very commencement, they have not acted fair to the Municipal Council It is evident that they lacked the required capital and was found lacking in initiative, industry and zeal for pushing through the work Several warnings sent to them to accelerate the work and show better progress have had no effect Their attention have been drawn to Clause 17 of the Agreement according to which the Municipal Commissioner is empowered to annul the contract if there should be unnecessary delay on the part of the contractor in attending to or carrying out the instructions relating to the prosecution of the work or in the supply of stores They were also told that the cancellation of the contract will debar them from all claims for compensation or for the return of the earnest deposit The contractors have failed to avail themselves of the several chances given to them to show satisfactory progress I agree with the Municipal Council that the contract entered into with the contractor be cancelled It is seen that a sum of

8257/171

Construction of an additional R C C Tank, Davangere City

(25)

Rs 9,728-9-0 is due to the Municipality from the contractor and that a sum of Rs 4,513-3-0 is due to be paid to the Contractor The Contractor has deposited a sum of Rs 6,000/- as tender deposit in connection with the work This tender deposit of Rs 6,000/- as also the sum of Rs 4,513-3-0 due to be paid to the contractor may be adjusted towards the balance of advance outstanding against the contractors The balance, if any, remaining may be paid back to Them

8/ Regarding execution of the remaining portion of the R C C Tank Work, I agree with the views of the Assistant Secretary in Para 77 of the notes

21/2/55

21 2 55

82) Issue orders today

21/2 5 pm

83) Sable work a draft S O for approval & also an endorsement to the Contractors

21/2

84) Pushup the typed draft above

22/2

85) Sable work a typed draft as directed. This may also be perused by the P W D Secretary before issue

22/2

Secy (Con & Ady)

22/2

86

22/2/55

87 Secy (Rev)

I presume we refer to this Sect. 3 only on account of being S y draft S O (M + L S G) 88 22/2

89

Signed orders

Secy (Rev)

Secy (Con & Ady)

15284
22 FEB 1955
SECRETARIAT OF STATE

15430
24 FEB 1955
GOVERNMENT OF MYSORE

8257/M 8703/M

(26)

Financial Department for Communicating the Government order to the Accountant-General

DMG 26/2

26/2

Comm 9020

May be noted by our Secy Budget

26/2

is not known why the G.O. is to be communicated through F.D.?

26/2

May be returned, as comm to Acts of the C.S.A. Thro' F.D. does not seem necessary

26/2/55

In view of the above the copies have reached the S.O.A. thro' the Thro' F.D.

25/28/2

To

The P.M. Comm Devangere & S-DMS

The Accountant General — Myore — with Connected papers

The Controller S-DD

The Chief Engineer

L. 16236-9/C.P. 97-52-16

26/28 2 55

Passes orders re construction of an additional R.C.C. Dance

2/3

I.

Repairs to existing steel water tank
at ~~Mudigere~~. Davangere

The existing steel water tank of 1½ lakhs gallons capacity was constructed in 1917 Due to efflux of time it has corroded and started leaking in the inverted dome and in the vertical cylinder portion On 17-9-1952 the Municipal Commissioner addressed the following firms for technical opinion

i Messrs The Hindusthan Construction Co , Ltd , Bombay

ii " John Fleming & Co , Ltd

The first named firm neither sent its representative to inspect the tank nor replied in the matter Messrs John Fleming & Co in their letter No G 388/52 dated 12-12-1952 intimated that there was considerable correspondence about this tank in 1942 and again in 1944 when it had been decided to have this tank 'gunnitted' which was not however done They have quoted their rates and asked full payment within 1 month of completion of work This firm is prepared to render the tank water-proof by gunniting it both internally and externally and to erect reinforced 4' diameter column providing a separate beam to support the bottom plates at a cost of Rs 2-15-0 per sq. ft for internal gunniting and at Rs 2-6-0 per sq ft for external gunniting and the approximate cost for this item of work is estimated to amount to Rs 21,000/-

On 31-1-1953, the advice of the Chief Engineer was sought to know the cost of repair in order to place it before the Council and write to Government, The Chief Engineer addressed the Steel Construction Co , to intimate the cost of repairs On 26-2-1953 the firm requested the Chief Engineer to have the tank emptied and cleaned, in order to inspect and estimate the cost of repair The Chief Engineer while forwarding the firm's reply added that repairs to steel tank can only be undertaken when the second R C.C tank proposed to be taken up for construction is completed The Municipal Commissioner in his

letter.

letter No G C.115/53-54 dated 5-6-1953 also replied that it was not possible to empty the tank and keep it empty as it would disturb the supply of water in the city.

On 6-7-1953, a detailed report was sent to Government seeking approval for undertaking urgent repairs locally by entrusting the works to Desai Metal Industries who were prepared to undertake to make the cylindrical portion of the tank leak-proof at a cost of Rs 3,850/- Government in their letter No L 4533 dated 17-7-1953 directed that the work might be taken up at once after getting the approval of the Municipal Council When the matter was placed before the Municipal Council at a special meeting, the Council resolved that before proceeding with any repair work it was better to obtain the opinion of the Chief Engineer regarding the feasibility or otherwise of effecting such repairs The Superintending Engineer, Sanitary Circle in his letter No.3172 dated 24-11-1953 to the Executive Engineer, Davangere intimated that none of the firms ~~were~~ was able to accurately quote for the repairs to the tanks and opined that the tank may be completely scrapped and a new tank of a higher capacity be constructed

The tank has been in heavy repairs since 1941 and onwards and water at the rate of ~~300 to 400~~ 15,000 to 20000 gallons per ~~hour~~ day is reported being wasted by leakage

II.

Construction of a new R C C Tank at Davangere

Government in their order No.L 2239-42/C M 56-51-2 dated 12-6-1951 sanctioned the proposal of Davangere City Municipal Council to construct another R.C C tank at Davangere at an estimated cost of Rs 1,20,000 in addition to the one R C C. tank which was constructed in the year 1947 which is in use now, the cost being met in equal share between the Government and the Municipality. The Chief Engineer had been directed to start the work very early

On 11-8-1951, in pursuance of the Municipal resolution dated 29-7-1951 Government were addressed to execute the work through the Municipal Agency in order to avoid delay in execution

of

of works by Public Works Department and save Establishment Tools and Plant charges payable to Public Works Department

Government in their order No L 9064-67/C M 56-51-4 dated 20-11-1951 approved the proposal to get the work executed through the Municipal Agency

Action was taken to invite tenders In response to Notification tenders were received from the following persons

		Amount tendered
1	Sri K N Seetharama Iyengar	Rs 1,10,153-12-0
2.	" H C Basappa	95,557- 0-0
3	" Balakrishna Mudaliar	1,34,724- 8-0
4	" D A Sivadevappa	1,32,508- 8-0

These tenders were placed before the Municipal Council for consideration at its meeting held on 23-1-1952 which resolved that since tenders were opened by the Municipal Commissioner and not before the Municipal Council, retenders might be called for Retenders were called for and three tenders were received from the marginally noted persons and were opened at the Council meeting held on 19-3-1952 As the tender offered by Seetharama Iyengar for Rs 1,01,569-8-0 was the lowest it was unanimously resolved that his tender might be accepted The Commissioner in his letter No H C 2/52-53 dated 4-4-1952 sought approval of Government for the acceptance of the lowest tender of Sri K N Seetharama Iyengar Government however in their letter No.8390 dated 27-8-1952 directed that fresh tenders may be called for A Notification was issued calling for submission of tenders on or before 15-10-1952 after giving wide publicity in the local newspapers and the Mysore Gazette Four tenders were received viz -

1	Sri K N Seetharama Iyengar	Rs 1,01,569-8-0
2	" H G Basappa	1,10,119-1-0
3	" B N Balakrishna Mudaliar	1,15,232-8-0

1	Sri B N Balakrishna Mudaliar	Rs 1,00,870-12-0
2	" K N Seetharama Iyengar	98,945-12-0
3	" Ebrahim Rahamatulla & Co	96,528-12-0
4	" H S Basappa	1,13,416- 4-0

The disposal of these tenders was considered by the Municipal Council at its special General meeting held on 22-10-1952 After opening the covers at the Municipal meeting, the Council decided

that.

that this important work should be entrusted to a contractor who has good experience and ability to execute it efficiently and expeditiously within the time limit allowed It was decided that the work be entrusted to Sri Balakrishna Mudaliar who had done several major works to the satisfaction of the Municipal Council and is one of the best contractors who has all the scaffolding materials on hand to push through the work, if he agreed to execute the work for the lowest rate tendered by Sri Ebrahim Rahamatulla & Co

The Municipal Commissioner in his letter No H C 2/52-53 dated 14-11-1952 recommended for the acceptance of tender of Sri B N Balakrishna Mudaliar at the rate offered by Messrs Ebrahim Rahimatulla & Co and as agreed to by Sri B N Balakrishna Mudaliar in his letter dated 22-10-1952 in pursuance of the resolution of the Municipal Council dated 22-10-1952

Government in their order No L 16681-84/C M 11-52-10 dated 30-12-1952 directed that the tender of Messrs. Ebrahim Rahimatulla and Co , for Rs 96,528-12-0 be accepted as he is the lowest tenderer and observed that it was not proper to reject his tender In their further letter No. L 21335/C.M 11-52-23 dated 11-3-1953, they directed that the work might be entrusted to Messrs' Ebrahim Rahimatulla & Co , immediately with instructions to start the work without delay A work-order was issued to the contractor on 14-3-53 and an agreement was taken on 14-3-1953

Much time has since been wasted to select a site for the construction of this R C C tank as the original site selected by the side of the existing R C C tank and where the foundation stone was also laid by His Highness the Maharaja is now proposed to be given up It is learnt that it is now finally proposed to erect this tank close to the existing steel tank which is in heavy disrepairs The work has not actually commenced yet.

It can be seen from the above facts that though the estimate was sanctioned during June 1951 work has not been started, for some reason or other ~~yet, mainly due to the factions among the Municipal Councillors.~~

A work order was issued in March 1953 and though more than 9 months have since elapsed, the work has not been commenced and in the meanwhil there is a terrible waste of precious water caused every minute by the leak in the steel plant, the people of the City labouring under considerable difficulty due to inadequate supply of water.

Sd/- J. Appaji Gowda

SPECIAL OFFICER

" Copy "

FOR SPECIAL OFFICER

15699 (6) 1-3-53

To

The Chief Engineer of Mysore,
Bangalore

Sir,

Subject Repairs to Steel Tank at Davangere and construction of an additional R C C Tank

- - - -

I am directed to state that the steel tank has been in disrepairs since 1941 and onwards and water at the rate of 15 to 20 thousand gallons per day is being wasted by leakage I am to request you kindly to arrange to examine immediately whether it is worth while repairing the tank and if so to take needful action.

direct

Regarding construction of a new R C C Tank at Davangere at an estimated cost of Rs 1,20,000/- for which sanction has been accorded and which work has been entrusted to Messrs Ebrahim Rahmatullah & Co, it has been brought to the notice of Government that the ~~wok~~ work has not actually commenced yet though a work order was issued to the contractor on 14th March 1953 and an agreement was also taken on that date ~~The above position~~ This is very unsatisfactory. ~~Since~~ There is ~~varsible~~ waste of precious water by the leak in the steel ~~clint~~ tank and the people of the city are labouring under considerable difficulties due to inadequate supply of water. I am ~~therefore~~ to request you kindly to ~~proceed to Davangere immediately and inspect the tank in disrepairs and give your considered opinion to stop leakage of water immediately. and also to suggest ways & means of getting the new tank constructed early~~

A report of action taken may kindly be sent for the information of Government

Yours faithfully,

Secretary to Government,
L S G & Planning Departments

knr/draft/24 2

Look into the matter immediately (1) and take action to stop the leak and (2) to see that the Construction of the RCC Tank is started at once and completed expeditiously

L 15699

(7)

(Municipal Branch)
1-3-54

The
L S G & Planning Departments

To

The Chief Engineer of Mysore,
Bangalore

Sir,

Subject Repairs to Steel tank at Davangere and construction of an additional R C C Tank.

I am directed to state that the steel tank has been in direpair since 1941 and onwards and water at the rate of 15 to 20 thousand gallons per day is being wasted by leakage

2 Regarding construction of a new R C C Tank at Davangere at an estimated cost of Rs 1,20,000/- for which sanction has been accorded and which work has been entrusted to Messrs Ebrahim Rahmatullah & Co., it has been brought to the notice of Government that the work has not actually commenced yet though a work order was issued to the contractor on 14th March 1953 and an agreement was also taken on that date This is very unsatisfactory There is waste of precious water by the leak in the steel tank and the people of the city are labouring under considerable difficulties due to inadequate supply of water I am to request you kindly to look into the matter immediately and take action (i) to stop the leak and (ii) to see that the construction of the R C C Tank is started at once and completed expeditiously

3 A report of action taken may kindly be sent for the information of Government.

Yours faithfully,

(V Hanumanthappa)
For Secretary to Government,
L S G & Planning Departments.

knr-2/27 2

Copied 24/3/54

7225/RC

[App F III 2

Mysore Government Secretariat | File No | of 195

WD 03547—GPB—40 000—14 8 53

Serial No

A letter be issued to CE or to Dept concd, or to refer from a DraftA draft is placed below for perusal

RS 8/3 SNR 8/3

Secy (Ls) 8/3

Remind CE every week till a final reply is received

9/3

Telegram is put up for approval 9/3

RS 10/3

Issue SNR 17/3

L 16929 of 17-3-54

MAR 1954 DEPARTMENT

Place on file if reply is not received within 15 days

fns

NOTE—Contn Sheet

File No of 195

Mysore Government Secretariat

Serial No

No 46]

GOVERNMENT OF MYSORE

8040

G.L.T. 10,075

OFFICE OF

Office of the
Chief Engineer of Mysore, Bangalore

Date 20 --3--54.

The Secretary to Government,
Local Self Government & Planning
Departments, BANGALORE

Ref Repairs to steel tank at Davangere and construction of an additional R C C tank

Referring to your letter No L 15699 dated 1 3 54 regarding the above, I write to inform you that as the work is being done by the Municipal authorities, the Commissioner, Davangere City Municipality may be addressed in the matter

Yours faithfully,
(H C A Bhatt)
Deputy Chief Engineer

No 1/ 17 3 54

18/3

(9) L/12501/E-1

24-3-54

M G S App F G 3

MYSORE GOVERNMENT
SECRETARIAT

(Continuation sheet draft form)

MCDVG the Priority

Reference to steel Tank at DVG
Construction or addl
R C C Tank

Sir,

I am directed to refer
herein a copy of letter dt 1/3/54
addressed to the CE on the above subject
The CE is now replying to say
that the work is being done by
the authorities and that you may
be addressed in the matter
I am to request you to take
immediate Needful action
and forward a report of action
taken in the matter very early
A fortnightly progress report
may also be sent for the information
of fixing the completion of the
work

Yours

24/3/54

For Secretary for
Govt Irrigation

WD 0354c—GPB—10 000 —14 8-53

L 12255/E-1

(10)

24 March 1954

The Municipal Commissioner,
Davangere City Municipality,
(through the President)

Subject - Repairs to Steel Tank at Davangere and construction of an additional R C C Tank

---

I am directed to enclose herein a copy of letter dated the 1st March 1954 addressed to the Chief Engineer of Mysore on the above subject. The Chief Engineer has since replied to say that the work is being done by the Municipal authorities and that you may be addressed in the matter I am to request you to take immediate needful action and forward a report of action taken in the matter very early A fortnightly progress report may also be sent for the information of Government till the completion of the work

Yours faithfully,

(V Hanumanthappa)
Asst Secretary to Government,
L S G & Planning Departments

LNS 2 24/3.

No H,C 2/54/88

Encl One Blue Print

From

THE MUNICIPAL COMMISSIONER,
City Municipality,
DAVANGERE

To

The Assistant Secretary to the Government of Mysore,
Local Self Government & Planning Departments,
BANGALORE

Municipal Offices

DAVANGERE CITY

Date 9th April, 1954

GENERAL DIVISION 361 13 APR 1954 MUNICIPAL BRANCH

Sir

Subject - Repairs to Steel tank at Davangere and construction of an additional P C C Tank

---

With reference to your letter No I 17255, dated, 24th March, 1954, on the subject mentioned above, I write to state that the Contractor has till now completed the earth work and driving of piles as per plan enclosed in respect of the proposed additional R C C Tank A - notice has been issued on 29th March, 1954 to the contractor calling upon him to furnish explanation for the delay in laying Cement Concrete with directions to execute the work repidly

A further progress report will be sent to Government by the 25th instant

Forwarded

(B I Gopala Rao,)
PRESIDENT,
City Municipal Council,
Davangere

Yours Faithfully,

(K Narasimhaiengar,)
Municipal Commissioner,
Davangere City Municipality,

SPH 2

No H C 2/54-55

Encl ~~One~~ Two

From

(13)

(16)

Municipal Offices

DAVANGERE CITY

Date 30th April, 1954

THE MUNICIPAL COMMISSIONER,
City Municipality,
DAVANGERE

To

The Secretary to the Government of Mysore,
Local Self Government and Planning Departments,
BANGALORE

Sir

Subject - Construction of an additional R C C Tank at Davangere

In continuation of this Office letter of even No. dated 9th April, 1954 on the subject mentioned above, I write to enclose herewith a statement showing the progress made in the construction of the additional R C C Tank for the fortnight ending 15th April, 1954 for kind information of Government Further I write to state that the Municipal Council at their meeting held on 15-4-1954 while recording your letter No L 17255, dated 24-3-1954 have resolved that cement and Iron worth Rs 10,000/- may be purchased from Iron and Steel Company and Mysore Cement Co , Bhadravati by the Municipality and issued to the Contractor by the Municipal Engineer as and when required for the work in question in the interest of speedy execution of the work Action is accordingly being taken to purchase Cement and Iron A copy of the resolution of the Municipal Council is enclosed herewith for the kind information of Government

Forwarded,

(B V Gopala Rao,)
PRESIDENT,
CITY MUNICIPAL COUNCIL,
DAVANGERE

Yours Faithfully,

(K Narasimhaiengar,)
Municipal Commissioner,
Davangere City Municipality

SPH 2

Statement showing the progress made in the Construction of Additional R C C Tank

in Davangere City for the fortnight ending with 15th April, 1954

Sl No	Items of work	Unit	Progres made up to end of previous - fortnight		Progress made during the fortnight		Total up to date		Remark
			Quantity	Cost	Quantity	Cost	Quantity	Cost	
				Rs				Rs	
1	Earthwork excavation for foundation	Cyd	395	395-0-0			395	395-0-0	
2	Supply of Piles - a) 18 lbs rails(supplied departmentally)	Rft	611' -2"	764-0-0			611' -2"	764-0-0	Approximate cost (since the bill of cost has not yet been received from the Assistant Engineer, Jagalur)
	b) 41½ lbs rails (contractor supply)	Rft	24	30-0-0			24	30-0-0	
	c) Driving of Piles	Nos	103	206-0-0			103	206-0-0	
3.	Laying 1 2 4 cement concrete for foundation as behinding layer in layers of 6" and well tamping - including curing	Cft			1302	2,278-0-0	1302	2,278-0-0	
	Total			1,395-0-0		2,278-0-0		3,673-0-0	

K Narasimhaiengar

(K Narasimhaiengar,)
Municipal Commissioner,
Davangere City Municipality

SPH 2

Appendix F G—1]

SUBJECT Construction of an additional R C C Tank at Davangere

(16)

Section

File No

Serial No

Diary No of letter replied to

No L 3910 / 8-7-54

To The M.I. Commr Davangere City M.I.

Mysore Government Secretariat

( )

the 195

Date of issue

Signed by

Sir

With reference to your letter No HC 2/52-55 dt 30-4-54 on the above subject I am directed to state that the progress of work of the new R C C. Tank is very unsatisfactory. An outlay of Rs 3673-00 only as shown as against the estimated cost Rs 120,000/- though more than a year is over.

List of enclosures

I am to request you to issue greater interest and diverse ways & means of expediting the-

Copied by

Examined by

WD 03545—GPB—40 000—25 6-53

Appendix F G—1]

SUBJECT Construction of an additional RCC Tank at Davangere

Section

File No

Serial No

Diary No of letter replied to

No L 3910 / 8-7-54

To

The M/ Commr Davangere City M/S

Mysore Government Secretariat

( )

the 195

Date of issue

Signed by

Sir

With reference to your letter No HC 2/54-55 Dt 30-4-54 on the above subject I am directed to state that the progress of work of the new RCC Tank is very unsatisfactory. An outlay of Rs 3673-00-0 only is shown as against the estimated cost Rs 120,000/- though more than a year is over.

I am to request you to ensure greater interest and devise ways & means of expediting the-

List of enclosures

Copied by

Examined by

work. If you the work does not progress more quickly I shall be constrained to take action against you

x x x

y. J

I am also to enquire whether the old lantern has been repaired

Yours

118

L 3910

Mysore Government
xxxxxxxxxxxxxxx
(Municipal Branch)
8-7-54

The
L S G & Planning Departments

To

The Municipal Commissioner,
Davangere City Municipality
(thro' the President)

Sir,

Subject Construction of an additional R C C Tank at Davangere
- - - -

With reference to your letter No H C 2/54-55 dated 30th April 1954 on the above subject, I am directed to state that the progress of work of the new R C C Tank is very unsatisfactory An outlay of Rs 3,673/- only is shown as against the estimated cost of Rs 1,20,000/- though more than a year is over

I am to request you to evince greater interest and devise ways and means of expediting the work If the work does not progress more quickly Government will be constrained to take action against you

I am also to enquire whether the old tank has been repaired

Yours faithfully,

(G V K Rao)
Secretary to Government,
L S G & Planning Departments

knr-2/7 7

123/ No H C 66/53 54
Encl 1 one

(19)

Municipal Offices
DAVANGERE CITY
2776 Date 9th July 195

From

THE MUNICIPAL COMMISSIONER,
City Municipality,
DAVANGERE

To

The Secretary to Government of Mysore,
L S G and Planning Departments,
Bangalore.

12 JUL 1954

Sir

Subject:- Repairs to the existing all-steel storage tank

With reference to your letter No L 3910 dated the 8th instant enquiring whether the old tank has been repaired, I write to invite kind reference to my letter No.H C 66/53-54, dated the 11th August 1953 wherein it was submitted that the Municipal Council resolved that it was very necessary to elicit the opinion of the Chief Engineer regarding the feasibility or otherwise of effecting repairs to the the tank. Accordingly the Chief Engineer was addressed in the matter. He opined that the repairs to steel tank could only be undertaken when the additional R C C.tank gets completed. The matter was also taken up by the Executive Engineer, Davangere Division, with the Superintending Engineer, Sanitary Circle,Bangalore. A copy of the reply received from the Superintending Engineer in this behalf is also enclosed for kind perusal of Government.

Forwarded,
K. Veerabhadrappa
President,
City Municipality,

Yours faithfully,
A Narasimhaiengar
Municipal Commissioner

(20)

Letter No 3172 dated 24-11-53 from the Superintending Engineer, Sanitary Circle, Bangalore to the Executive Engineer, Davangere Division

---

Subject - Repairs to mild steel over head water storage tank at Davangere

---

In continuation of this Office letter No.3231-39 dated 27th October 1952 regarding the above, I write to state that on enquiry with several firms, they have replied that they are unable to quote for repairs to the above tank The steel construction Co , Ltd Bangalore has replied (Vide copy enclosed) that they can give an estimate for repairs only after the tank is cleaned and emptied when the actual condition could be gauged

The tank was taken to service in 1917 viz , 36 years back and as this is a steel tank, the life of the structure has exceeded the permissible limits I am of the opinion, that this tank may be - completely scrapped and a new tank of the higher capacity viz , R C.C. tank of 2 lakhs gallons over 40' staging be constructed at the centre of distribution system in the town The existing pipe connections from this tank may be transferred to the newly constructed R C C tank and services started from that tank. Then the steel tank may be scrapped

If the same tank has to be made use of the only alternative as opined previously is to encase the whole structure by an R C C shell from the bottom to the top, so that water could be stored in view of a new tank being under construction by the site of it and the usefulness of it in distribution is lost compated to a separate tank located in the centre of distribution

---

Copy to the Municipal Commissioner for information and furnishing the opinion of the council

Sd/- S Krishnappa,
Executive Engineer,
Davangere Division.

"COPY"

K. Narasimhaiengar
(K. Narasimhaiengar,)
Municipal Commissioner,
Davangere City Municipality.

SPH.2

No H C 2/54-55

Encl

From

Municipal Offices
DAVANGERE CITY,
Date 9th July 1954

(21)

2777
14 JUL 1954
MUNICIPAL BRANCH

THE MUNICIPAL COMMISSIONER,
City Municipality,
DAVANGERE

To

The Secretary to Government of Mysore,
L S G and Planning Department,
Bangalore

12 JUL 1954

Sir

Subject - Construction of an additional R C C Tank at Davangere

With reference to your letter No.L 3910 dated the 8th instant on the above subject, I write to bring to the kind notice of Government that though the estimated cost of the work is Rs1,20,000 the cost of work as per accepted tender is Rs96,528-12-0. In this connection I write to invite kind reference to my letter No.H C.2/54-55 dated the 24th June 1954 wherein I had reported for the kind information of Government that the following works have been executed:-

1. Earthwork excavation 395 c.yds	cost	Rs	395-0-0
2. Driving of steel piles (103) of 6' each	"	Rs	1000-0-0
3. Laying of 1:2:4 cement concrete for foundation as blinding layer 1302 c.ft		Rs	1278-0-0
4. Laying cement concrete of 1:2:4 for R.C C raft 2712 c.ft	"	Rs	19662-0-0
Total		Rs	23,335-0-0

Though Government accorded administrative sanction on 30-12-1952, the work was commenced only in December 1953 after the Chief Engineer scrutinised and approved the design calculations & technical details. This progress is entirely due to putting constant and vigilent pressure on the contractors Messrs.Ibrahim Rahimtullah and Co. They are absentee contractors and it is very difficult to contact them since they appear to be engaged on several works in other parts of the State. The Municipal Council is always thinking of taking action against the contractors for their slackness of work In accordance with the terms of the contract, the contractor has to find materials such as cement, M S Sections etc at his own cost and the Municipality should pay him 80 percent of the cost of the materials. Since the contractor was found lacking in initiative, industry and zeal for pushing through the work and also the required capital and as the contractor requested that cement and iron be purchased by the Municipality and supplied to him, the Municipal Council was apprised of the situation at their meeting held on 15-4-54 when they resolved that cement and iron worth Rs10,000 might be purchased from the Iron and Steel Works and the Mysore Cement Company, Bhadravati, by the Municipality and issued to the contractor for the R C C Tank work in the interest of speedy execution of the work. This fact was also submitted to Government in this office letter No.H C 2/54-55 dated the 30th April 1954. The Government have also been informed in this office letter of even No. dated 9-4-54 that a notice was served on the contractor calling upon him to furnish explanation for the delay in laying cement concrete with directions to execute the work rapidly. The contractor has already been paid a sum of Rs15,840-10- including the cost of materials for work so far done. Again the Municipal Engineer reported in his letter No.217 dated 20-6-54 that the contractor failed to purchase the required quantity of cement and iron to continue the further work as per his agreement. Again the Council were approached with a request to sanction the purchase of cement and iron worth Rs7500 in the interest of speedy execution of work As the further stage of work requires the casting of pillars, beams, wind

wind braces, domes, and body of the tank properbesides huge centring and scaffolding, the contractor has again been addressed by the Municipal Engineer to collect centring and scaffolding materials immediately. It will kindly be seen from the above that all ways and means for expediting the work have been devised. The unsatisfactory progress is entirely due to the contractor who does not put forth best efforts nor has he the means and capital. However a final notice is given to the contractor to speed up the work and show satisfactory progress before the 5th of next month. I am also requesting the President to place your letter under reply observing the slackness in progress before the Municipal Council at their next meeting. Meanwhile the contractor will also be personally persuaded to accelerate the work and show better progress. If all attempts were to fail, a reply will be submitted to Government by 10th of next month after consulting the Municipal Council further steps to be taken against the contractor. The Municipal Engineer's report No. GC 53 received yesterday in this behalf is also submitted in original for kind information of Government. A copy of the final notice issued to the contractor is also enclosed for kind perusal.

Forwarded

K. Venkatarama Iyer
President
City Municipality

Yours faithfully,

N. Narasimhaiengar
Municipal Commissioner

(23)

No.G C 53/54-55

Office of the Municipal Engineer,
City Municipality,
Davangere, Date 8th July, 1954

To

The Municipal Commissioner,
City Municipality,
Davangere

Sir,

SUBJECT Construction of Additional R.C C Tank at Davangere

With reference to the above, I write to state that the estimate for the above work was sanctioned for Rs 1.2/- lakhs vide G O No.L.2329-42/C M 56-51-2 dated 9-6-1951 Thereafter tenders were called for and the work was entrusted to M/s. Ibrahim Rahimathulla & Co , the lowest tenderer vide G O No.L 16-681-84/C M 11-52-10 dated 30-12-1952 and the work order was issued on 14-3-1953, though there was no selection of site. The Municipal Council decided to construct the tank by the south east of steel tank. Then the trial pits were excavated in the site selected by the Municipal Council and the same was inspected and approved by the Executive Engineer, Davangere Division on 15-4-1953. The same was inspected by the Chief Engineer and the Superintending Engineer, Sanitary Circle, Bangalore, and approved the site.

please submit to gm with a covering letter dm 8/7/54

Design calculations for the foundation and other parts of the tank were sent to the Executive Engineer, Davangere Division on 20-4-53 and 4-6-1953 respectively for approval. The same was approved by the Executive Engineer, on 24-10-1953. Then a notice was issued to the contractor on 27-10-53 to commence the work within 7 days. Accordingly the work was started and the foundation was inspected by the Executive Engineer, Davangere Division, - Municipal President, and the Municipal Commissioner, during December 1953 The Executive Engineer suggested to drive steel piles and also widen the width of foundation Accordingly the proposals were sent to the Executive Engineer, Davangere Division, vide this office No G C 102/53-54 dated 17-12-53 for approval Since the rails were not available in the market, 18 lbs , rails were brought from the Executive Engineer, Davangere Division, (from Thuppadahalli Tank) on 6-3-1954 and the work of driving of piles was

of piles was started on 8-3-1954 and completed on 19-3-1954. The same has been inspected by the Chief Engineer in Mysore, Bangalore, Executive Engineer, Davangere Division, the Municipal President, and the Municip Commissioner on 21-3-1954

Laying of cement concrete was commenced on 12-4-1954 after issuing a notice to the contractor and the same was completed on 15-4-1954.

Even though the M S sections for raft foundation were issued to the contractor on 26-3-1954, he was unable to fabricate the same as per approved design in time. After issuing number of notices and with grate pressure the contractor commenced the work on 25-5-1954 and completed the laying of cement concrete on 21-6-1954. This has also been inspected by the Executive-Engineer, Davangere Division and Chief Engineer on 18-6-1954, when the work is going on.

Now he has been issued a further notice on 7-7-1954 stating to make his own arrangements to get required quantity of Iron as M S sections and ~~cement~~ not available in Bhadravathi Iron Works, and to collect heavy scafolding shuttering and other materials at the spot ~~since~~ since no ~~evidence~~ sign of supply of these materials are observed A copy of the notice has also been submitted on 7-7-1954, for your kind information

Yours faithfully,

B. Ramakrishna Sec

Municipal Engineer,

Davangere City Municipality.

8 7 54

No

Encl

From

Municipal Offices

DAVANGERE CITY

(25)

Date 10th July 1954

THE MUNICIPAL COMMISSIONER,
City Municipality,
DAVANGERE

To

Messrs Ebrahim Rahimatulla & Co ,
Civil, and, Sanitary Engineering Contractors,
Bangalore,
Camp CHITALDRUG

Dear Sir

Final Notice

Please take notice that inspite of several repeated written reminders issued to you, by the Municipal Engineer, Davangere, and oral reminders bv myself, you have not taken heed of the same. The fact of the inability of the Mysre Iron and Steel Works, Bhadravathi, to supply the required material in 36' lengths has also been communicated to you and you have not yet taken steps to collect the M S. Sections. In this connection I write to draw your attention to the temms of the contract entered into with you As per clause 17 of the Agreement the Municipal Commissioner is empowered to annul the contract with you should there be unnecessary delay on your part in attending to or carrying out the instructions relating to the prosecution of the work or in the supply of stores You are also aware that the cancellation of the contract will debar you from all your claims for compensation or for the return of the earnest deposit, as per clause 11 of the agreement you are entitled to be paid to the extent of 80 % of the value of all materials as assessed by the Municipal Engineer deposited at site and mortgaged to Municipality. The work to be done by you is imminent and enormous Immediately you are called upon to attend to the following works -

a) Casting of ring beams

b) Casting of pillars

c) Provision of wind ~~beams~~ braces (continuous work)

You are also required to provide immediately centring work, shuttering and scaffolding Day by Day both myself and the Engineer and Executive subordinates visit the spot of the R C C Tank and ~~found~~ find no kind of activity You are also an absentee contractor and it has become a problem to trace you No useful purpose will be served by your sending some sort of an evasive reply pleading some excuse or pretext for your delay What is required is work and collection of required materials on the spot Government have observed in their recent letter that the work has been dragging on for considerable length of time and all ways and means should be devised to accelerate the work. If even in spite of Government's displeasure and Council's anger and our persuasions you continue to be slack and unbusinesslike, the Municipal Council will be constrained to recommend to Government to cancel your contract forthwith and make other arrangements to carry on the work without further delay If you donot start the further work before the 15th instant, a Special Meeting of the Municipal Council will be called for to take measures against you without giving you any more time or further notice

Yours Faithfully,

K Narasimhaiengar
(K Narasimhaiengar,)
Municipal Commissioner,
Davangere City Municipality

SPH.3.

True copy.
K. Narasimhaiengar
Municipal Commissioner
Davangere City Municipality

Subject - Construction of an additional R.C.C. tank at Davangere — Repairs to the Steel tank

Do L 5807
13-8-54

The M. Comm. Davangere
Attn - MIS
(Kind attention)

Sir,

With reference to your letter No H.C. 2/54-55 dt 9-7-54 on the above subject I am directed to request you to intimate whether the work has been taken up by the contractor and any tangible progress has been made. If not, the action taken to cancel the contract. A report in this behalf may kindly be forwarded to us immediately.

Yours
Sd/-
for Secy to Govt
Public Works

After the same go to special notice

KW 12/8

L 5807

(28)

13-8-54

The Municipal Commissioner,
Davangere City Municipality
(thro' the President)

Subject Construction of an additional H C C Tank at Davangere - Repairs to old steel tank

- - -

With reference to your letter No H C 2/54-55 dated 6th July 1954, on the above subject, I am directed to request you to intimate whether the work has been taken up by the contractor and whether any tangible progress has been made after the issue of a special notice or if action has to be taken to cancel his contract A report in this behalf may kindly be forwarded to Government immediately

Yours faithfully,

(V Hanumanthappa)
Asst Secretary to Government,
M L S G & Planning Departments

knr-2/12 8

No H C 2/54-55

Encl 2

From

THE MUNICIPAL COMMISSIONER,
City Municipality,
DAVANGERE

Municipal Offices
DAVANGERE CITY
Date 24th July 1954

To

The Secretary to the Government of Mysore,
Local Self Government and Planning Departments,
Bangalore

Sir

Subject Construction of an additional R C C tank at Davangere

---

In continuation of this office letter of even No dated 9/10th July 1954 on the subject mentioned above, I write to enclose herewith for the kind information of Government a copy of letter dated 14th July 1954 (received in this office on 17-7-1954) from Messrs Ebrahim Rahamatulla and Co, contractors of the additional R C C Tank in reply to this office final notice dated 10th July 1954 and also a copy of this office letter of even No dated 22-7-1954 addressed to the contractor.

12 Cwts of M S Sections have been issued to the contractors from Municipal stores up till now for the work. The contractor has not resumed work.

The matter has been placed before the Municipal Council at their meeting fixed to be held on 30-7-1954 to devise ways and means for the speedy execution of the work and a further report will be sent to Government soon after their decision in the matter

Forwarded
(K Veerabhadrappa)
President
City Municipality, Davangere

Yours Faithfully
(Y Narasimhaiengar)
Municipal Commissioner,
Davangere City Municipality.

For general the contract has to be cancelled the resolution of the council will be awaited

From.
Ebrahim Rahmtulla & Co ,
Civil & Sanitary Engineering Contractors,
154 Dispensary Road,
Bangalore-1, Branch at 399/1, Islampet, Davangere City

130

Bangalore-1
D 14th July, 1954

To

The Municipal Commissioner,
City Municipality,
Davangere City

Subject.- Notice issued bearing No G C.57 of 54-55 dated 10th July 1954, requiring that the R C C Tank work should be attended to with speed.

Sir,

We write to state that we are in receipt of your letter headed "Final Notice" bearing No.G C.57/54-55 of 10th July 1954, we wish to furnish our replies as follows, for patient perusal and further consideration as to the possibility or otherwise of the progress of work to be secured in view of the fact that the materials of the required specification cannot be procured at the market, any where despite the ceaseless and wrtful watch and serious serch by the contractor, whose intention is to spare no pains to secure proper progress of work as per the terms of the contract entered into with the benign Municipality

Although the agreement of the work was signed by us on 20th March, 1953, the work was ordered to be put to hand only four months back. As such we are constrained to bring to your kind notice that the delay in the execution of work cannot be thrusted on us The causes for the delay are obvious in as much as the site on which the R C C tank has to be constructed, could not be settled Trials were made at three places and the contractors did abide by the instructions of the Municipality at per clause 8 of the agreement

According to the terms specified in clause 11 of the agreement, a requisition was made for advancing money to 80% of the value of the materials collected at the spot, vide our letter No RCT/86/53-54 of 23-2-1954

Two bills, were prepared for the work done, one is dated 21-4-1954 and the other is dated 2nd July 1954 In accordance with

In accordance with the condition setforth in cluase 3 of the agreement full rate had to be given, for the work done, but the contractor is allowed on a part rate withholding a huge sum of money Rs.6,400/- This money together with 5% reserve and the earnest money deposited amounts to a roundsum of Rs 16,000/- which is lying to the debit of the Municipality, and the contractors, required funds which the Municipality may advance ows to payment of part rates Rails are required for the work-only realesed rails are precurable at Bangalore at Rs.3-8-0 per R Ft The Municipality was requested if they can arrange for supply at a cost of Rs 2100/- vide our letter cited above dated 23-2-54 But there is no response early and supplied at a later date

36' long of iron could not be obtained from the Iron Works, Bhadravathi if the works who is the sole manufacturer cannot prepare and supply the materials, and what the contractors can do and show the progress of works, or the points for serious consideration of the Municipality If it is the intention of the Municipality that bits of iron available at the market may be used on the work, a written order may kindly be issued to that effect in which case the contractors should not be held responsible for any damage to the tank, which may occur at a later date In the absence of procuring materials at the Market the Municipality may undertake to supply them, subject to the cost being adjusted in the bill of the contractors, for finished work as per the terms of the contract It is not ~~unknown~~ unknown to the Municipality that with what degree of difficulty the contractors obtained the railings which had to be sunk for inspecting the spots where the tank had to be constructed. As such the contractors is always on the alert to complete the work as early as possible, and to see their claims are settled without any hinderance

With reference to the delay in execution of works as observed in the notice and the power of the Municipality made known to us as per clause ~~16~~ 17 of the agreement, we may permitted to state that the delay is not on the part of ourselves, as contractors as may be see

in view of the following facts

1. Changes in the selection of the spot thrice , and the contractor could not do anything as per clause 7 of the agreement

All the three items of works specified by you in the notice cited above shall be assured to be executed by us immediately after the supply of materials either by the Municipality or by the Iron Works, since our earnest efforts to procure them have failed till now This is an assurance held out and cannot be an evasive reply as pointed out in the notice The works have held out a promise that the supply of the required specification shall be made only after 6 weeks from now What could the contractor can do their things have as it were an irony of fate We have left instructions to our representative at Davangere to put the work on hand

As regards the remarks that we are absentee contractors, we wish to state that we have undertaken contract works of various discriptions at different places, and there cannot, but require our attention. We may however point out that we have left our establishment and our representive and an Engineer at Davangere, for attending to the execution of work and to supervise it in our absence and whose bound and duty is to abide by your valuable instructions and transmit them to us every day for our information This is being attended to at each step, and we cannot therefore victimised despite the ways and means which we may happen to devise for procuring materials at the market, or at the work, so as to accelerate the work on hand with the fullest belief that we shall have a through and complete co-operation of the Municipality instead of the threat that attempts could be made to cancell the contract at risk which may not be done due to causes beyond the control of the contractor, without due regard to circumstances which prevail at present as vividly explained in the foregoing

P T O

33

foregoing paragraphs, and which have acted as a hindrance in securing the expected degree of progress of work

Yours faithfully,

Sd/- M/s. Ebrahim Rahmtulla & Co

Proprietor

Forwarded to the Municipal Engineer, for detailed report on each paragraph of his letter Even now he has not taken pains to collect material nor has be arranged for shuttering, centring and scaffolding materials A clear report is required for perusal of the Council.

(K Narasimhaiengar)
Municipal Commissioner,
Davangere City Municipality

True copy
K Narasimhaiengar
22-7-1952

Municipal Commissioner,
Davangere City Municipality.

No HC 2/54-55

Encl

From

(34)

Municipal Offices

DAVANGERE CITY

Date 20th July 1954

THE MUNICIPAL COMMISSIONER,
City Municipality,
DAVANGERE

To

Messrs.Ebrahim Rahmtulla and Co.,
Civil and Sanitary Engineering Contractors,
154,Dispensary Road,Bangalore,
Branch at 399/1 Islampet,Davangere City.

Sir

Subject Your reply to Notice No.G C 57 of 54-55 dated 14th July 1954 requiring the Additional R C.C Tank work to be speeded up.

With reference to your reply referred to above, I write to say that your remarks made in paragraphs 1 and 2 regarding the selection of site are not relevant since you are not held responsible for the delay caused in the selection of the site, since the site was finally selected on 15-4-53 in the presence of your representative The sanctioned design was sent to you on 28-10-53 along with the work order immediately the design was received from the Chief Engineer as acknowledged by you You ought to have commenced the work immediately on receipt of the sanctioned design. It is seen from our records that you actually commenced the work in the month of December 1953. You were instructed at the time of the inspection of the Executive Engineer that you should drive piles on that date. As per paragraph 1 of the Agreement you are required to execute the the work as specified in the Estimate supplemented by instructions of the Inspecting Officers supplying the stores required therefor You did not obtain the supply of 18 lb rails for driving piles and at your personal request the Executive Engineer,Davangere,was requested to supply the rails and the same was conveyed by the Municipal Lorry from Tuppadahally Tank Works on 6-3-1954. You commenced the driving of piles only on 8-3-1954 and completed on 19-3-54. You stopped work for three weeks without any reason and commenced only on 12-4-54,that too after being issued a notice to resume work. The laying of blinding layer of cement concrete was commenced on 12-4-54 and completed on 15-4-54. Meanwhile you were issued nearly nine tons of M S Sections for raft foundation on 26-3-54 with a view to enable you to maintain continuity of work and avoid delay. But you failed to fabricate the same so as to take up the next stage of work as soon as curing was completed You only commenced the raft work after a delay of one month and ten days i.e , on 25-5-1954 and completed on 21-6-54 You have completely stopped all work since then. In this connection I write to draw your attention to clause 24 of our Agreement wherein the value of the work turned out or materials collected or both by you in any one month should not be less than Rs15,000 and you have to show cause why action should not be taken as per clause 24 of the Agreement for having stopped the work since 21-6-1954 There is no activity on the spot either by the collection of sand,jelly,scaffolding and centring materials. Clause 11 of the Agreement is self explanatory and could always be enforced by both the parties to the Agreement Even now it stands. The materials collected by you should not only be stocked at the spot but should be mortgaged to the Municipality You requested the Municipality in your letter No R C T 9 of 54-55,dated 14-4-54 for the supply of 135 tons of cement

even granting you started work 4 months ago you ought to have made progress of work costing Rs 60,000 by now as per the above clause but since you have failed to do so,

... as per clause

(35)

Accordingly we have supplied you 610 bags of cement and you have indented and taken from the Municipality about ten tons of M.S Sections We have purchased on your account 886 bags of cement and paid the suppliers in full and on your account our money is locked up in respect of 276 bags of cement besides the cost of M.S Sections which will be debited to your account. You have addressed the Municipal Engineer in your letter No.R C T.27 of 54-55 dated 9-7-1954 and the Executive Engineer has informed that he has not got the required sections and you were personally informed of the same by the Engineer and your representative assured him that he was making his own arrangements to obtain the required M S Sections. Meanwhile your representative here approached me in his letter no RCT 28 A dated 13-7-1954 to obtain from the Mysore Iron & Steel Works, Bhadravati, M S Section 1" of 18' lengths instead of 36' lengths and also 7/8th inch amounting to 14 tons In this connection, the Iron Works demanded an advance of Rs2000 which has also been advanced This is all on your account. Regarding 36' lengths of M S Sections, asked your representative to obtain them from local or other markets in your own interest The Municipality is not agreeable to your using bits of iron available at the market for the reason pointed out by you that damage might occur to the tank at a later date. Hence in order to accelerate the work which is at a stand-still at present and in order to comply with the terms specified in clauses 1 and 24 of the conditions of the contract, you are required to obtain the materials from Bangalore or other markets wherever they are available and not throw the burden of responsibility for the delay on your part on the Municipality.

As regards payment of your bills you state that a huge aum of Rs6400 is withheld. As against this, we have paid to the Mysore Cement Company the value of 276 bags of cement and an advance of Rs2000 to the Iron Works for the M.S.Sections. As regards the balance, only such a fraction of the full rate is allowed as is considered reasonable with due regard to the work remaining to be done and the general terms of agreement in accordance with Article 159(4)(1) of the Mysore Public Works Account Code.

I once again make it known to you that it is not possible for the Municipality to supply you materials though they are always eager to devise ways and means to assist you if such a course is feasable.

If you do not commence the work at once, action will be taken against you in accordance with clauses 24 and 17 of the conditions of the Schedule of Contract entered into with you

Yours faithfully,

Sd K Narasimhalengar

Municipal Commissioner

True copy

K Narasimhalengar

22-7-54

Municipal Commissioner

Davangere City Municipality

(38)

129/8 No H C 2/54-55

Encl ~~One~~ Six

(36)

3608

1 AUG 1954

Municipal Offices

DAVANGERE CITY

Date 11th August 1954

13

From

THE MUNICIPAL COMMISSIONER,
City Municipality,
DAVANGERE

16 1954

To

The Secretary to the Government of Mysore,
Local Self Government and Planning Departments,
BANGALORE

Sir

Subject - Construction of an additional R.C C. Tank at Davangere

---

In continuation of my letter of even No. dated 24-7-1954 I write to bring to the kind notice of Government that the contractors Sriyuts Ebrahim Rahamtulla & Co , have not made any constructional progress since 21-6-1954 The Municipal Engineer has reported that the contractors have collected at the spot and mortgaged to the Municipality 1" M S Sections costing Rs 1,200/- on which an advance of Rs 850/- has been paid to them as per clause 11 of the Agreement entered into with the contractors Your letter No L 3910. dated 8-7-1954 together with this Office 2 notices No. G C 57/54-55 dated 10th July 1954 and 22-7-1954, issued to the contractors and the reply dated 14th July 1954 received from the contractors were all placed before the Municipal Council at their meeting held on 30-7-1954 when the Council viewed the delay on the part of the contractors seriously and while endorsing the final notice issued by the Commissioner on 23-7-1954 the Council felt that the contractors failed to fulfil their obligation within the required time However, much discussion ensued regarding the cancellation of the contract Finally the Council opined that the progress of the Additional R C C Tank work may be watched for a period of one month from 20-7-1954 during which time the contractor should collect materials to the satisfaction of the President and Municipal Commissioner and show improvement as per clause

clause 1 of the conditions of schedule of agreement, failing which action should be taken to cancel the contract as per clause 17 of the conditions of the agreement Accordingly another notice has been - served on the contractor The contractors report in their letter No R C.T 37/54-55, dated 10-8-1954 that they have collected M S Rounds, Jelly, Sand and scaffolding materials worth ~~of~~ Rs 5,000/- for the above work and in addition they state that the work ~~on columns~~ is in progress. They also state that they are trying their best to give progress and will complete the work as far as circumstances permit Copies of reply No RTP 32/54-55, dated 30th July 1954 received from the contractors together with a copy of the recent notice issued ~~to~~ in my letter No.H C.2/54-55. dated. 3rd August 1954 to the contractors and a copy of the resolution of the Municipal Council passed at their meeting held on 20-7-1954 together with a copy of the report No T 300 Ø54-55 dated, 7th August 1954 received from the Municipal Engineer and a copy of contractors' letter No R C C 37/54-55, dated 10-8-1954 are submitted herewith for kind perusal ~~for~~ - Government

Forwarded,

K Veerabhadrappa

(K. Veerabhadrappa,)
PRESIDENT,
CITY MUNICIPAL COUNCIL,
D A V A N G E R E

Yours Faithfully,

K Narasimhaiengar

(K Narasimhaiengar,)
Municipal Commissioner,
Davangere City Municipality

SPH 2

Extract of the Proceedings of the Ordinary General Meeting of the City Municipal Council, Davangere held on Friday the 30th July 1954, at 4.P.M. in the City Municipal Council Hall, D a va n g e r e.

Present

Sri K.Veerabhadrappa,M.A.,L L.B.,

President

Subject

To Consider (1) Letter No. L 3910 dated 8-7-54, from the Secretary to the Government of Mysore, L.S.G & Planning Departments, intimating that the progress of work of the New R.C.C. Tank is very unsatisfactory etc., and requesting to evince greater interest and devise ways and means of expediting the work etc., (2) final notice dated 10-7-54 issued by the Municipal Commissioner to Messers Ebrahim Rahamatulla and CC , Contractors of the said works and (3) reply dated 17-7-54 received from the above contractor.

Resolution:

The letter received from the Government, the final notice issued to the contractor and the reply received from the contractor M/s Ebrahim Rahamatulla & Co , together with the reply s sent to the contractor were read before the Council. The Council discussed the matter at length and resolved as follows:-

" The final notice dated 23-754 issued by the Municipal Commissioner is approved. The Contractor M/s Ebrahim Rahamatulla & Co., has failed to fulfil his obligations within the required time However the cancellation of the contract may be withheld for a month during which he should collect materials to the satisfaction of the President and the Municipal Commissioner and show improvement as per terms of agreement failing which action may be taken to cancel his contract. The sense of the house was obtained by show of hands 14 voting for and 12 against. Dr B.I Gopal Rao and 11 other Councillors dissenting stating that the contract may be cancelled and fresh tenders called.

sd/ K Veerabhadrappa,
President.

'Extract'

K Narasimhaiengar

(K.Narasimhaiengar)
Municipal Commissioner,
Davangere City Municipaltiy

An)

Dessenting Note to Resolution No.17, dated 30-7-1954, by Dr B.I. Gopala Rao and eleven others Municipal - Councillors.

Mr. Ebrahim Rahimtulla has not been able to construct the R.C.C. tank in time and has taken more than a year already and has executed only 20,000 worth of work and that too when the Municipality came forward with supply of Iron and Cement. We therefore feel that the present contractor cannot complete the work - inspite of all Municipal aids We therefore press that this contract be canclelled and tenders called for continuing the work immediately and the Government be requested to immediately sanction the new tender early.

"COPY"

K Narasimhaiengar
(K. Narasimhaiengar,)
Municipal Commissioner,
Davangere City Municipality

SPH 2

Letter No.R C T 32/54-55, dated 30th July 1954, from M/S Ebrahim Rahmtulla & Co , Engineering Contractors, Islam Pet, Davangere City, to the Municipal Commissioner, Davangere City Municipality, Davangere

Ref Your No dated 23-7-1954 regarding R C C Tank Work

No doubt the work order was received on 27-10-1953 and the work started in December 1953 ~~xxxxxxxxxxxxxx~~ This had been answered in our letter No 48/53-54 of 12-11-1953

About Piles - e request to draw your kind attention to our letter from Bangalore about 23rd February quoting the then - current rates of rails for your acceptance, which as not replied Our position of the work in this was only driving of the piles, the supply of rails being from the department The Municipality referred to Electrical Department and Southern Railways and after failing to get the rails in these places, a request was made to the Executive Engineer, Davangere Division, who kindly consented to give the rails to the Municipality, and immediately after the supply. they were driven in the bed by 19-3-1954

Blind layer of Cement Concrete - We brought to your information the non-availability of Cement in Davangere town in our No R. C 96/53-54 of 3-4-1954 and immediately we got stock, we reported and started the work on 9-4-1954 and completed by 15th April

Raft Foundation - When we actually felt the difficulty of getting the cement (controlled article) we requested the Municipality to purchase the cement departmentally and issue us as and when necessary

Raft Foundation Our letter No R C T 15 of 54-55 of 25-5-54 explained the cause of delay i e , unexpected heavy rains and delay of getting Cement from Bhadravathi even though orders was placed by the Municipality, and it is with our exertion the cement was delivered on the 2nd or 3rd day of our deputing the Manager to look into this at Bhadravathi

Re Scaffolding materials, planks, etc , all these will come in due course as and when immediately necessary Arrangements have been made for these and are ready It is in our own interest

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Letter No R C T 32/54-55, dated 30th July 1954, from M/S Ebrahim Rahmtulla & Co , Engineering Contractors, Islam Pet, Davangere City, to the Municipal Commissioner, Davangere City Municipality, Davangere

Ref Your No dated 23-7-1954 regarding R C C Tank Work

No doubt the work order was received on 27-10-1953 and the work started in December 1953 ~~xxxxxxxxxxxxxx~~ This had been answered in our letter No 48/53-54 of 12-11-1953

About Piles - e request to draw your kind attention to our letter from Bangalore about 23rd February quoting the then - current rates of rails for your acceptance, which was not replied Our position of the work in this was only driving of the piles. the supply of rails being from the department The Municipality referred to Electrical Department and Southern Railways and after failing to get the rails in these places. a request was made to the Executive Engineer, Davangere Division, who kindly consented to give the rails to the Municipality, and immediately after the supply, they were driven in the bed by 19-3-1954

Blind layer of Cement Concrete - We brought to your information the non-availability of Cement in Davangere town in our No R C C 96/53-54 of 2-4-1954 and immediately we got stock, we reported and started the work on 9-4-1954 and completed by 15th April

Raft Foundation When we actually felt the difficulty of getting the cement (controlled article) we requested the Municipality to purchase the cement departmentally and issue us as and when necessary

Raft Foundation Our letter No R C T 15 of 54-55 of 25-5-54 explained the cause of delay i e , unexpected heavy rains and delay of getting Cement from Bhadravathi even though orders was placed by the Municipality, and it is with our exertion the cement was delivered on the 2nd or 3rd day of our deputing the Manager to look into this at Bhadravathi

Re Scaffolding materials, planks, etc , all these will come in due course as and when immediately necessary Arrangements have been made for these and are ready It is in our own interest

141

Regarding Iron and Steel Section No doubt the Bond was copied from P W D contract Schedule The usual procedure in P W D is the Contractor is bound to take cement, Iron only from the P W D Stores, the cost plus centage being deducted from the bills Any heavy machinery that may be given for facility of work the rent (nominal) will be charged Iron and Cement being controlled articles, it is the duty of the Municipality as well to help in getting the materials in the interest of tank work The money deposited with the Mysore Iron and Steel Works, Bhadravathi, will count against the progress of the work In this connection, Mysore Steel Contraller's No 9628/15-6-1953 was submitted in original to the Municipal Engineer on 23-6-1953 x We wonder if Mysore P W D Account Code applies only to P R and not to other transactions We made a reference to grant 80% of the cost of materials brought to site in our No 42/18-10-1953, 62/7-12-1953, 86/23-2-1954, 7/12-4-1954 and 9/14-4-1954

Bed Beams - M S Section We tried to get from all possible sources as they were not available in Davangere Cociety's shop as may be seen from our reference to your office No 22 of 20-6-1954 and No 27 dated 9-7-1954 addressed to the Municipal Engineer, No 28 of 13-7-1954 addressed to you, With great difficulty just now we secure one inch diameter M S Bars TWO Tons stacked at site and Fabrication work arranged. As such we have not idled away during the period which appears outwardly our inattention to the work We beg to state it is our idea to get the best materials available and do the solid work against any difficulty which we hope you will appreciate

What about the measurements due to us of 6203 Cubit foot of excavated stuff and closed pit as per your order which we referred to our No 4 of 12-5-1953 This may kindly be caused to be paid now at least as the pit is closed and a different Site selected and work is going on

Finally, we beg to state we ~~xxxxxxxxxxxx~~ want only work but we are unable to shorten the correspondence as each and every letter coming to us compels us to answer

The foregoing d. ~~A~~ is will explain you the unavoidable and uncontrollable delay in the execution of such important works specially in Foundation, which was not seen to while in ~~the~~ the Project stage and nobody either the Contractor or the Authority are responsible for this unavoidable delay

---
"COPY"

K Narasimhaiengar
(K Narasimhaiengar,)
Municipal Commissioner,
Davangere City Municipality
12/3/8

SPH 2

No HC 2/54-55

Encl

From

Municipal Offices

DAVANGERE CITY
3rd August 1954

Date

43

THE MUNICIPAL COMMISSIONER,
City Municipality,
DAVANGERE

To

Messrs. Ebrahim Rahmtulla & Co.,
Islampet,
Davangere.

Sir

With reference to your letter No.R C T.32/54-55 dated the 30th July 1954, the matters raised by you about piles, blind-layer of cement concrete, Raft foundation etc are all matters of the past and do not deserve any comments at this stage You must note seriously that by your stopping further work from 21st June 1954 you have become liable for action under clause 24 of the Schedule of contract entered by you with this Municipality whereby you will be called upon to pay a fine of five percent on the difference between what is agreed upon and what has actually been worked out if any, to end of 21st July 1954, and further from month to month.

No mention is made anywhere in the Agreement that the Municipality is bound to supply you with iron and cement. The nature of help that you could expect from the Municipality is as stipulated in clause 11 of the Schedule of Agreement.

Regarding payment of earthwork held up please note that you are entitled only to 712 c.ft of earthwork work for the excavation of trial pits only.

Please do not give room for unnecessary correspondence and you should see that good progress is shown every month as per Schedule conditions.

The Municipal Council have taken very serious notice of the delay on your part in giving progress in the execution of the above work and have while endorsing the/the final notice dated 23rd July 1954 issued to you, felt that you have failed to fulfil your obligations within the required time. However cancellation of the contract was withheld by them for a period of one month from

P.T.O.

30th July 1954 during which time you are called upon to collect materials to the satisfaction of the President and the Municipal Commissioner and show improvement as per clause 1 of the Conditions of Schedule of Agreement failing which action will be taken to cancel the contract as per clause 17 of the conditions of the Agreement.

Further correspondence may be stopped and more progress be shown failing which the Municipality will be forced to cancel the contract on account of unnecessary delay on your part in the prosecution of the work.

Yours faithfully,

Sd) K Narasimhaiengar

MUNICIPAL COMMISSIONER

"Copy"

K Narasimhaiengar

Municipal Commissioner

Davangere City Municipality 5-8-54

5/8/54

Copy of the Letter No.R C T.37/54-55 dated 10th August '54 from Messrs Ebrahim Rahmtulla and Co., Contractor, Davangere, to the Municipal Commissioner, Davangere City Municipality, Davangere.

R C.C.Tank Work

Ref - Your letter No.H C 2/54-55 of 3rd instant
Our letter No R C T 32 of 30-7-54

You inspected the work spot on 7th morning and this morning as well and observed the work being done The detail are -

Bed Beam:- Profile for the strait bars and crank bars is made on the ground and all straight bars are correctly bent to shape and fixed on Rft foundations. 216 stirrappes ½" Dia. are now ready, crankx bars are just been worked and bent to shape The difficulties is in putting the bars in the pillars has been explained to you in person this - morning Probably in week time the bed beam will be ready for concreting in addition to the M S Sections.

1" Dia	M S.Rounds	3 Tons	⅛	Cost
½" Dia	-do-	2¼ "	⅛	Rs 3,000- 0-0
¾" Dia	-do-	1/8 "	⅛	

We have redy kept stone jelly 50 Cyd Rs 800- 0-0

Sand Rs 100- 0-0
Scafolding materials Rs 1,000- 0-0

are all collected to an extent of nearly Rs 5,000/- worth

This much is the correct progress of the work and materials in addition to the staff charges unless Beam is cast no deffinite progress can be shown. In addition work for columns also is in progress

Dear Sir, apart from the above the total work done amount to Rs.23,500/- as noted below.

Piles	Rs.	369- 0-0
Earthwork	"	38- 0-0
	Rs	190- 0-0
Bed Concrete	Rs	2,278- 0-0
R C C Raft	Rs	20,503- 0-0
Total	Rs	23,386- 0-0

or roughly Rs 23,500- 0-0 including petty works etc

P T O

46

The "Janavani" press Correspondent has reported in the paper at 5th instant as the progress of work todate 30-7-54 as Rs.10,000/- and that the contractor has not sufficient fund etc., and so on A most repmatation damaging statement, we request you to kindly enquiry how he get the information which is quite falls and if we can take any action against him in proper ~~xxxx~~ Court.

We are trying your best to give you the progress in work and wish to complete the works as for as circumstances permit

As the papers are seen by Government, we beg to you to report to Government the correct position and progress on work.

The total progress will be Rs.28,500/- in addition to staff charges ~~arx~~ Rs 30,000/- in all

Yours faithfully,
Sd/- For Ebrahim Rahmtulla & Co.
Manager

"C o p y"
K Narasimhaiengar
(K.Narasimhaiengar.)
Municipal Commissioner,
Davangere City Municipality.

(47)

Office of the Municipal Engineer,
City Municipality,
Davangere, Da ted 7th August, 1954

No.T.320/54-55

To

The Municipal Commissioner,
Davangere City Municipality,
Davangere City

Sir,

Subject - Progress made in the construction of ar
ar additional R.C C Tank

With reference to the above, I write to state that the contractor has not made any attempts to give good progress since 21-6-1954, when the raft foundation work was completed Except the collection of 1" M.S. Sections worth of Rs.1,200/- at the spot on which a sum of Rs 850/- has also been paid

Available iron materials about 2 tons, have also been issued to the contractor and requested the contractor several times personally to push through the work In spite of my repeated instructions he has not shown any progress.

Yours faithfully,

(Sd) B.Ramakrishanasetty,
Municipal Engineer,
Davangere City Municipality.

"Copy"
T Narasimhaiengar
Municipal Commissioner
Davangere City Municipality
12/8

75

No HC 2/54 55
Encl Four

From

THE MUNICIPAL COMMISSIONER
City Municipality,
DAVANGERE

To

The Secretary to the Government of Mysore,
Local Self Government and Planning Departments,
BANGALORE

Municipal
DAVANGERE CITY
Dated 10th Septr , 1954.

MYSORE GOVERNMENT SECRETARIAT
No 6194
13 SEP 1954
MUNICIPAL BRANCH

SECRETARIAT TO GOVT OF MYSORE
15 SEP 1954
LOCAL SELF GOVT DEPARTMENT

Subject - Construction of an additional R.C.C Tank at Davangere.

With reference to your letter No.L.5807, dated 13-8-1954 on the subject mentioned above, I write to state as follows -

In response to the notice, the contractors M/S. Ebrahim Rahamatulla & Co., in their letter No.39/54-55 dated 20-8-1954 (received in this office on 25-8-54(copy enclosed) have stated that they have done so far work worth of Rs 23,500/- and that within a week a progress of Rs.10,000/- worth of work will be shown etc , and the delay in the execution of the work is due to unavoidable and unforeseen circumstances etc , They have also stated therein that the existing R C C Tank at P J.Extension took nearly three years for its completion and requesting the Municipal Council to bear with them patiently for some time and allow them to do good work etc , and assuring the Council of their best service and early completion.

The Municipal Engineer to whom this reference was sent for report has stated that the work turned out by the contractor up to 30-8-1954 is worth Rs.25,451/- and at present the contractor is doing the fabrication and frame work for ring beam which may take one week more for laying concrete and that after this work is completed the approximate ~~ix~~ progress of work would be Rs 6,000/- i.e , nearly Rs.2,000/- less that what the contractor estimates as the progress The Municipal Engineer has further reported that despite issue of instructions the contractor is not employing more men for fabrication and shuttering work, there are no signs of collection of jelly, sand iron, cement and other materials required for ~~th~~ further

further work, the contractor is not making previous arrangements for the II stage of the work etc , and as such the work may be entrusted to some other suitable contractor who has done similar works in Mysore State A copy of the Engineer's report is enclosed for kind perusal of Government. The Superintending Engineer, Sanitary Bureau, Bangalore who was here was shown round the R C C. work by the President, Mysore and the Municipal Engineer along with the Executive Engineer, Davangere and the Assistant Engineer, Davangere Division on 27-8-1954 The Sanitary Engineer who inspected the work opined informally that the contractor had lagged - behind the work by three months and suitable pressure might be put on the contractor to accelerate the work

The above reference as also your letter under reference were placed before the Municipal Council at their meeting held on 30-8-1954. The Municipal Council after taking all aspects into consideration have therein resolved that further one month's time may be granted to the contractor to show satisfactory progress as per terms of agreement and if the contractors fail to show adequate progress action may be taken to cancel the contract and entrust the work to some other suitable contractor.

Accordingly a notice has this day been issued to the contractor to accelerate the work, in terms of the Council resolution. Another progress report will be sent to Government by the 5th of next month. On 9-9-1954 a further advance of Rs 800/- has been given to the contractors on materials collected by them and mortgaged to the Municipality besides issuing cement and iron out of Departmental stock worth about Rs.2,600/-

Copies of Municipal Council resolution dated 30-8-1954, report dated 28-8-1954 of the Municipal Engineer and letter No. R C T.39/54-55 dated 20-8-1954 received from the Contractor together with a copy of my note are submitted herewith for the ~~kind information of Government~~

(50)

~~of Government~~. Kind information of Government-

Forwarded,

K Veerabhadrappa

(K. Veerabhadrappa,)
PRESIDENT,
CITY MUNICIPAL COUNCIL,
D A V A N G E R E

Yours Faithfully,

K Narasimhaiengar
10954

(K. Narasimhaiengar,)
Municipal Commissioner,
Davangere City Municipality.

SPH.3.

(51)

Extract from the Proceedings of the Ordinary General Meeting of the Davangere City Municipal Council held on 30-8-1954 at 4 P.M. in the Municipal Offices, Davangere.

PRESENT

Sri K Veerabhadrappa, M A , LL B., President.

x x x

	Subject	Resolution
40	To consider the report received from the Municipal Engineer in the matter of progress of work done by the contractor of the Additional R.C.C. Tank, after the issue of notice as per Municipal Council resolution dated 30-7-1954	The report dated 28th August 1954 of the Municipal Engineer and the letter dated 20-8-54 (received in this office on 25-8-54) of the contractors M/S Ebrahim Rahmatulla & Co , and letter No.L 5807 dated 13-8-1954 received from the Assistant Secretary to Government, L S G. and Planning Departments, were read before the Council Resolved that further one month's time may be granted to the contractor to show satisfactory progress as per terms of agreement and if the contractor fails to show such progress, action may be taken to cancel his contract and entrust the work to some other suitable contractor.

x x x

Sd/- K. Veerabhadrappa,
PRESIDENT,
CITY MUNICIPAL COUNCIL,
D A V A N G E R E.

"EXTRACT"

K Narasimhaiengar

(K. Narasimhaiengar,)
Municipal Commissioner,
Davangere City Municipal Council.

SPH.3.

(52)

Copy of ~~the letter~~ Report No T 337/54-55 dated 28th Aug' 1954, from the Municipal Engineer, Davangere City Municipality, to the Municipal Commissioner, City Municipality Davangere

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Subject: Construction of R.C C Tank of 2 lakshs gallons capacity.

With reference to the above, I write to state that the contractor M/s/ Ebrahim Rahimthulla & Co , is not working up to the satisfaction of higher superiors by employing more mer for fabrication work and shuttering work for the beam portions even inspite of giving one month time from 30-7-1954 to 30-8-1954 to speed up with the work There is no sighs of collection of jelly, sand, iron materials, cement and other all materials required for further work to have a good progress is not seen at the spot

It has been experienced by the undersigned that the contractor is not making previous arrangements for the II stage of work when the 1st stage is going on and we observed from the previous reports he has unnecessarily delayed in laying blinding layer, casting of raft etc , which shows that he is not a proper man to give good progress

When the work progresses lot of materials and labour and enthusiasm is required which are absent in this contractor

Also in my opinion he is not proper contractor to complete the work in time without any break of work, since the construction of R C C Tank being an important and emergent one to solve water supply trouble in the City it is better to give it to a proper contractor to construct the tank early that too who has executed similar works in the Mysore State

Inspite of my strict instructions to collect materials for the next stage of work he has not cared to convey the orders. The approximate quantity will be as follows:-

Cement	550 Bags
Jelly	103 cyds
Sand	60 Cyds

M S Sections: 12 tons of 1" 7/8 and ½" Dia to have continuity of work

Now the contractor is doing the fabrication and ~~from~~ frame work

(P t o)

for ring beam which may take one week more for laying concrete ~~contracts~~.
After the laying of concrete is completed the approximate progress for this work will be about Rs 6,000/- The progress report for the fortnight ending with 30th August 1954 and the letter No R C T 39/54-55 dated 20-8-1954, received from the contractor are herein enclosed for favour of kind information

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'Copy'

M Paramasivam

[illegible]

[illegible] 1954

Statement Showing the Progress made in the Construction of an Additional R C C.Tank in Davangere City for the fortnight ending with 30th August 1954

Sl No	Items of Works	Unit	Progress made up to the end of previous fortnight		Progress made during the fortnight	Total up to date		Remarks
1	Earthwork excavation for foundation and Trial pits	Cyd ,	395	395-0-0	-	395	395-0-0	
2	a) 14 lbs , rails supplied departmentally	Rft ,	611'-2"	1937-0-0	-	611'-2"	1937-0-0	
	b) 41½ lbs , Rails contractor supply	"	24'-0"	30-0-0	-	24'-0"	30-0-0	
	c) Driving of piles	Nos	103	206-0-0	-	103	206-0-0	
3.	Laying 1 2 4: cement concrete for foundation as blinding layer in layers of 6" and well tamping including curing.	Cft	1302	2278-0-0	-	1302	2278-0-0	
4	Laying Cement contrete 1:2:4: for R.C.C. raft as per design	"	2842	20605-0-0	-	2842	20805-0-0	
		Total:		25451-0-0			25451-0-0	

'Copy'

H Narasimharangar

Municipal Commissioner
Davangere City Municipality

(55)

Copy of the letter No R C T. 39/54-55 dated 20-8-1954, from M/s Ibrahim Rahmtulla & Co., Contractors, Davangere City, to the Municipal Commissioner, Davangere City Municipality, D a v a n g e re

Subject: Constriction of R C C Tank at Davangere

WE submitted the progress report up to 10-8-1954 in our reference No R C T 37/54-55 on that date which we feel has been submitted to government before this. Further to that date the progress is as follows -

BED RING BEAM: All the 4 circle crank bars are bent now to shape and being adjusted, all the required ~~stryops~~ shrrups for the beam i e , 216 in Nos of ½" (3' x 2¼') are now kept ready in bed so also ~~stringe~~ shrrups required for all the pillers up to 11' to 12' hight, wooden shuttring for the beam and ~~which~~ pillar is under preparation for the both works, All the fabrication works is going on the raft foundation This works takes at least a week to lay concreate in, when the progress will be visible

Progress of work so far secured ~~the~~

~~The Present work~~ is	Rs	23,500-0-0
~~a week~~ The Present work in ~~about a week~~ Total time -		10,000-0-0
		33,500-0-0

Which figure does not include our inevitable incidental charges

Sir, we beg to submitt that in such type of work the delay will be caused an account of unavoidable and unforeseen circumstances some tecknical and practicle defect some were etc ,

We wish ~~to~~ and are doing our work in a concentrous method on engineering principles and that also i e, drawing, consulting and transfering to ~~grand~~ ground for being worked out by labour also, cause some delay natural difficulties came while working and have to be some how over come It is not out of place for us to ~~maintine~~ mention that the existing R C C Tank at P J Extension is took nearly 3 years for its completion

May we request you to kindly grant a copy of your letter No H C 2/54-55 of 9-7-54, upon which the present letter from the under secretary to the Government, L S ~~xxxx~~ is addressed to you in No L 5807 of 13-8-1954

We are afraid that the Government and the Municipal Council have not under stood the progress properly and may we request you to the members of the council to kindly be ~~point~~ patient for a some time and allow us to do good work-men-ship by solving all of the difficulties which is araising now in working as the work was inspected this morning by you with the Hon'ble President and ~~absured~~ observed the work is progress and ~~xxxx~~ materials at site etc , which may kindly be explain to the Council and the Government

We asure you sir our best ~~source~~ service and early completion as the circumstance will allow

Thanking you,

'Copy'

K Narasimhaiah
Municipal Commissioner
Bangalore City Municipality
Pol 109

No H C 2/54-55

Encl

From

(57)

Municipal Offices

DAVANGERE CITY

Date 5th October 1954

THE MUNICIPAL COMMISSIONER,
City Municipality,
DAVANGERE

4774

To

The Secretary to the Government of Mysore,
Local Self Government and Planning Departments,
BANGALORE

Sir

Subject - Construction of an additional R C C Tank in Davangere City

In continuation of this office letter of even No dated 10th September 1954 on the subject mentioned above, I write to enclose herewith a statement showing the progress made in the construction of the Tank for the fortnight ending 30th September 1954 and to state as follows -

During the fortnight under report the contractor has shown a progress of work worth of Rs 5516-12-0 relating to laying cement concrete for R C C ~~footing~~ Raft and beam as per design and the total progress of work upto end of 30-9-1954 is valued at Rs 30,967-12-0 The work has come up to ground level and the contractor is now doing the work of construction of pillars above ground level

Both Myself and the President as well as the Municipal Council are persuading the contractor and are putting pressure on him to execute the work briskly and to show sufficient progress every month as per terms of agreement The work is being withheld at intervals for want of required iron materials since the Mysore Iron and Steel works, Bhadravati, cannot supply the same in time

Another progress report will be sent to Government by the 30th of this month

Forwarded,
K Veerabhadrappa
(K Veerabhadrappa,)
PRESIDENT,
Davangere City Municipal Council

Yours Faithfully,
K Narasimhaiengar
(K Narasimhaiengar)
Municipal Commissioner,
Davangere City Municipality

We are afraid that the Government and the Municipal Council have not under stood the progress properly and may we request you to the members of the council to kindly be ~~point~~ patient for a some time and allow us to do good work-men-ship by solving all of the difficulties which is araising now in working as the work was inspected this morning by you with the Hon'ble President and ~~absured~~ observed the work' is progress and ~~maint~~ materials at site etc , which may kindly be explain to the Council and the Government

We asure you sir our best ~~source~~ service and early completation as the circumstance will allow

Thanking you,

Copy'

K Narasimhaiah
Municipal Commissioner
Bangalore City Municipal
Pr 1999

Statement showing the progress made in the construction of an Additional R C C Tank in Davangere City for the fortnight ending with 30th September 1954

Sl No	Items of works	Unit	Progress made up to the end of previous fortnight		Progress made during the fortnight		Total up to date		Remarks
			Quantity	Cost.	Quantity	Cost	Quantity	Cost	
1	Earth work excavation for foundation and trial pits	Cyd	395	395/-	-	-	395	395/-	
2	a) 14 Lbs Rails supplied departmentally	Rft	611'-2"	1937/-	-	-	611'-2"	1937/-	
	b) 41¼ lbs Rails supplied by the contractor	"	24'	30/-	-	-	24'	30/-	
	c) Driving of piles	Nos	103	206/-	-	-(15-0-0)	103	191/-	
3	Laying 1 2 4 Cement concrete for foundation as blinding layer in layers of 6" and well tamping including curing	Cft	1302	2278/-	-	-	1302	2278/-	
4	Laying Cement Concrete 1 2 4 for R C C Raft and beam as per design	Cft	2842	20605/-	763	5521-12-0	3605	26136-12-0	
		Total		25,451/-	[illegible]	5516-12-0		30967-12-0	

K Narasimhaiengar

(K Narasimhaiengar,)
Municipal Commissioner,
Davangere City Municipality

SPH 2

08 -
18 MHC 2/54-55
no one

(59)

MYSORE GOVERNMENT SECRETARIAT
No 5918
19 NOV 1954
MUNICIPAL BRANCH

SECRETARY TO GOVERNMENT
18 NOV 1954
14

Municipal Offices
DAVANGERE CITY
Date 17th November 54

rom

THE MUNICIPAL COMMISSIONER.
City Municipality,
DAVANGERE

To

The Secretary to the Government of Mysore,
Local Self Government and Planning Departments,
BANGALORE

Sir BA 18/11

Sir

Subject - Construction of an additional R C C Tank in Davangere City

---

In continuation of this Office letter of even No dated 5th October 1954 on the above subject, I write to state as follows

The Municipal Engineer and myself are persuading during our usual rounds almost daily the contractor's men to spped up the work The contractor was complaining of non-availability of M S Sections and they were all got from Mysore Iron and Steel Works, Bhadravati and are stored in the Municipal Offices All ways and means are being devised to facilitate the contractor to execute the work speedily, but our efforts have not resulted in ~~sa~~ satisfactory progress Though the laying of the cement concrete for footing beam was completed on 17-9-1954 no progress has been shown by the contractor up till now even after the lapse of two months excepting centering work to a height of 20' As such, a final notice has this day been issued to the contractor as in the copy enclosed in accordance with caluses 16, 17 and 24 of the agreement that their contract will be cancelled and that they will be debarred from all claims to the earnest deposit of Rs 6,000/- tendered by them in respect of this work The Municipal Engineer has also been instructed to prepare a final bill for all the work done up till now by the contractor but not paid for already with a view to take requisite steps to annul the contract entered into with the contractor

The matter will be placed before the Municipal Council

at their meeting again this month and further action will be taken against the contractors in accordance with the decision of the Municipal Council

Forwarded,

(K Veerabhadrappa,)
PRESIDENT,
CITY MUNICIPAL COUNCIL,
D A V A N G E R E

Yours Faithfully,

(K Narasimhaiengar,)
Municipal Commissioner,
Davangere City Municipality

SPH 3

(61)

Ro RC 2/54 55

10th/17th Nov' 1954.

M/s Ebrahim Rahamathulla & Co.,
Islam Pet, Davangere City.

~~Sirs~~

Subject: Requiring that the additional R.C.C. Tank work entrusted to you should be speededup.

I write to invite your kind attention to the marginally noted* notices issued to you for accelerating the execution of the additional R.C.C. Tank Work since July last. The Secretary to Government, L.S.G. and Planning Departments, and the Municipal Council have been repeatedly observing with great displeasure the unsatisfactory and slow progress made by you in the execution of this work. In clause 24 of the agreement entred with you, you have agreed to execute at least work or collect materials or both costing not less than Rs. 15,000/- each month to the satisfaction of the Municipal Commissioner, and the Municipal Engineer. As already intimated to you in my letter dated 23rd July 1954, and as seen from our records, you actually commenced the work in December 1953. The progress made by you in this behalf for the fortnight ending 15th April 1954, only amounted to Rs. 3673/-. Further progress made by you for the fortnight ending 15th June 1954, amounted to Rs. 19,662/- bringing the total to Rs. 23,335/-. The total progress achieved by you up to the fortnight ending 30th August 1954, was only Rs. 25,451-0-0/-. For the fortnight ending 30th September 1954, the total cost of work done by you was Rs. 30,967-12-0/-

1. G.C.57/54-55 dated 10-7-54.
2. G.C.57/54-55 dated 22-7-54.
3. E.C.2/54-55 dated 3-8-54.
4. From Municipal Engineer, dated 20-8-1954.

It will therefore be seen that though four notices were issued to you for speeding up the work commencing from 10th July 1954, when

(Contd)

the cost of work executed by you stood at Rs. 23,225/- the progress achieved by you in the months of July, August, and September 1954, put together amounts to only Rs. 2,692-12-0/- Though the laying of the cement concrete for footing beam was completed on 17-8-1954, no progress has been effected by you up till now even after the lapse of two months except centering work to a height of 20'. You were also made aware of the decision of the Municipal Council granting you twice one month's time on each Occasion on 30-7-1954, and 30-8-1954, respectively. You were also cautioned that ifyou failed to show satisfactory progress within one month from 30-8-1954, the contract entered with you will have to be cancelled. Inspite of the above mentioned notices issued to you in this connection from timeto time you have failed to speed up the construction of theadditional R.C.C. Tank and you have stopped giving any progress from 17-8-54, and have thus violated clause 24 of the agreement wherein the value of work turned out or materials collected by you or both in any one month shall not be less than Rs. 15,000/- and you have rendered yourself liable to a fine of 5% on the difference between what is agreed upon and what has actually been worked out to the end of 15th November 1954. According to clause 16 of the agreement you are bound to conform to all legitimate instructions of the Municipal Commissioner in respect of the work failing which, the Municipal Commissioner is empowered under clause 17 of the agreement to annul the contract with you since there has been unnecessary and avoidable delay on your part in the prosecution of the work. I therefore hereby issue this final and last notice in accordance with clauses 16 and 17 of the agreement on account of the failure on your part to conform to the conditions laid down in clause 24 of the agreement entered into with the Municipality by you on 11-3-1953, and to state that the cancellation of the contract will ~~be~~ debar you from all ~~rax~~ clrims to the earnest deposit of Rs. 6,000/- tendered by you in respect of this work.

Further I inform you that the Municipal Engineer has been requested to take measurements of the works executed by you but not paid for already so as to prepare a final bill for all work done by

(Contd)

(65)

with a view to take requisite steps to annul the contract ~~entrusted~~ entered into by you with the Municipality.

Yours Faithfully,

sd/-

(K.Narasimhaiengar,)
Municipal Commissioner,
Davangere City Municipality.

An.4)

'Copy'

K Narasimhaiengar
Municipal Commissioner,
Davangere City Municipality
17/11/54

the cost of work executed by you stood at Rs. 23,235/- the progress achieved by you in the months of July, August, and September 1954, put together amounts to only Rs. 7,632-12-0/-. Though the laying of the cement concrete for footing beam was completed on 17-9-1954, no progress has been effected by you up till now even after the lapse of two months except centering work to a height of 20'. You were also made aware of the decision of the Municipal Council granting you twice one month's time on each Occasion on 30-7-1954, and 30-8-1954, respectively. You were also cautioned that ifyou failed to show satisfactory progress within one month from 30-8-1954, the contract entered with you will have to be cancelled. Inspite of the above mentioned notices issued to you in this connection from timeto time you have failed to speed up the construction of theadditional R.C.C. Tank and you have stopped giving any progress from 17-9-54, and have thus violated clause 24 of the agreement wherein the value of work turned out or materials collected by you or both in any one month shall not be less than Rs. 15,000/- and you have rendered yourself liable to a fine of 5% on the difference between what is agreed upon and what has actually been worked out to the end of 15th November 1954. According to clause 16 of the agreement you are bound to conform to all legitimate instructions of the Municipal Commissioner in respect of the work failing which, the Municipal Commissioner is empowered under clause 17 of the agreement to annul the contract with you since there has been unnecessary and avoidable delay on your part in the prosecution of the work. I therefore hereby issue this final and last notice in accordance with clauses 16 and 17 of the agreement on account of the failure on your part to conform to the conditions laid down in clause 24 of the agreement entered into with the Municipality by you on 14-9-1953, and to state that the cancellation of the contract will ~~be~~ debar you from all ~~ex~~ claims to the earnest deposit of Rs. 6,000/- tendered by you in respect of this work.

Further I inform you that the Municipal Engineer has been requested to take measurements of the works executed by you but not paid for already so as to prepare a final bill for all work done by

(Contd)

H.C.2/54-55.

Municipal Offices

DAVANGERE CITY.

Date 1st December 54.

From

THE MUNICIPAL COMMISSIONER,
City Municipality,
DAVANGERE

To

The Secretary to the Government of
Mysore, Local Self Government and Planning
Departments, Bangalore.

Sir

Subject Construction of an additional R C C.Tank at Davangere

---

In continuation of this office letter of even No.dated 17th November 1954 on the above subject I write to state that the above subject was taken up for discussion at the meeting of the Municipal Council held on 29-11-1954. The notice No.H C 2/54-55 dated 17-11-1954 issued by by me to the contractor(copy sent to you with my letter under advertance), my letter No.H C 2/54-55 dated 17-11-1954 addressed to you was also read before the Council along with the reports Nos. T.506/54-55 dated 29-11-1954, GC.88/54-55 dated 29-11-1954 and T No. 505/54-55 dated 29-11-1954 received from the Municipal Engineer in the matter and the letters Nos.R C T 63/54-55 dated 27-11-1954, 63 A /54-55 dated 29-11-1954 received from the contractors M/s Ebrahim Rahmathulla & Co The Council considered the matter at great length and resolved that since the contractor has failed to show satisfactory progress inspite of grant of twice one month's time on each occasion, the contract entered into with the contractor be cancelled and the work entrusted to contractor Sri.Sitarama Iyengar who has done the work of construction of first R C C.Tank at this place previously in case he is willing to do the remaining work at tender rates of M/s Ebrahim Rahmathulla & Co.

In accordance with the above resolution of the Municipal Council a notice proposed to be issued to the contractor cancelling the contract is enclosed herewith for kind approval of Government since the work was entrusted to them in accordance with Government Order No L.16681-84/Cm.11-52-10 dated the 30th December 1952. The Municipal Engineer was asked to take final measurements of the work done by

who was entrusted with the work of I R C C Tank at this place

by the contractor up till 29-11-1954 and the final bill prepared by the Municipal Engineer as per work done up to 4.p m. on 27-11-1954 is also enclosed for kind perusal. The contractor was asked not to proceed with the work as in Municipal Engineer's No GC.88/54-55 dated 1-12-1954 the receipt of which has been acknowledged by him in his letter No.RCT.65/54-55 dated 1-12-1954 copies of which are enclosed for kind perusal of Government.

In this connection I write to invite kind reference of Government to their order bearing Government Order No L. 16691-84/C.M.11-52-10 dated 30th December 1952 wherein the lowest tender of Messrs Ebrahim Rahmathulla & Co.,was accepted for Rs 96,528-12-0. and as such I solicit kind orders of Government in the matter of cancellation of contract though clause 17 of the agreement lays down that the Municipal Commissioner is empowered to annul the contract should he consider that there has been unnecessary delay on the part of the contractor in carrying the work etc,.

Further I write to submit for the kind information of Government that a sum of Rs 9998-7-1 is due from the contractors M/s.Ebrahim Rahamathulla and Co to the Municipality being the balance of advance relating to under-ground drainage works. It is ordered in your letter No.L.8264.CM 57-54-10 dated 8-10-1954 that out of the contractor's bills for R C C Tank work,5% should be deducted towards adjustment of advance outstanding against the contractors inrespect of under-ground drainage works entrusted to him. The above letter was recorded in Council's meeting dated 30-10-1954. No bills in respect of the R C C Tank work have been paid to the contractor since 30-10-54 and hence no recovery towards the advance due by him could be effected Now as per the final bill prepared by the Municipal Engineer a sum of Rs 1805=3=0 is due to the contractor and the entire amount may kindly be ordered to be adjusted towards recovery of the advance amount due by them.

(66)

Since the contractors have failed to show satisfactory progress inspite of repeated notices issued to them they have violated clauses 1 & 24 of the agreement namely that the value of works turned out or materials collected by the contractor or both in any one month shall not be less than Rs 15000/-. They have also violated clause 17 of the agreement since they have given room for un-necessary delay by stopping the work at intervals and the value of work since 17-9-1954 amounts to only Rs 2394-13-0 as per final bill of the Municipal Engineer. The contention of the contractors as alleged in their letters dated 27-11-1954 and 29-11-1954 that there was delay in selecting the spot will not hold good since they resumed work finally in December 1953 when the spot was finally selected and the approved design was also given to them. As per terms of agreement they should have completed the work by this time, but so far the total progress of work done is only Rs 3089-15-9 inspite of extraordinary and repeated pressure brought to bear on them by Government, the Municipal Council, myself and the Municipal Engineer. The Municipality have also not spared any pains to secure them the iron materials and cement required for the work. There was also no un-necessary delay in making payment for the work done by the contractors. The other contention of the contractor that higher technical authority to give directions as to the desigh etc, is lacking will also do not hold good as the Executive Engineer and the Assistant Engineer stationed at this place used to inspect the works and their advice was being availed of whenever necessary It is also reported by the Municipal Engineer that there was no such delay in the issue of instructions from time to time as could be seen from the copies of Municipal Engineer's reports on the letters of 29th November 1954, copies of which are enclosed for kind perusal of Government I also enclose for kind perusal of Govt a copy of the agreement entered into with them by the Municipality on 14-3-5 and early approval

In these circumstances I request kind orders of Government to the proposal of the Municipal Council to cancel the contract of Messrs. Ebrahim Rahmathulla and Co, and to enter into correspondence with the contractor Sri Sitaram Iyengar who was entrusted with the work of I R C C Tank at this place

whether he is ready to undertake the remaining portion of work at the accepted tendered rates to avoid the delay in case fresh tenders have to be called for. I also solicit kind orders of Government in the matter of enforcement of the penal clause 17 of the agreement regarding forfeiture of the tender deposit of Rs 6000/- of Messrs Ebrahim Rahamathulla & Co,

Copies of reports received from the Municipal Engineer, letters received from the contractor which have also been placed before the Municipal Council on 29-11-1954 copy of notice issued to the contractor by the Municipal Engineer not to proceed with further work and copy of the resolution of the Municipal Council dated 29-11-1954 are enclosed herewith for the kind information of Government.

Forwarded.

K. Veerabhadrappa

(K.Veerabhadrappa)
President.
City Municipal Council,
Davangere.

Yours Faithfully

K. Narasimhaiengar 2.12.54

(K Narasimhaiengar)
Municipal Commissioner,
Davangere City Municipality.

No

Encl.

DRaft NOTICE for approval

Municipal Offices

DAVANGERE CITY

From

Date 68

THE MUNICIPAL COMMISSIONER
City Municipality,
DAVANGERE

To

Messrs Ebrahim Rahamathulla and Co.,
Engineering Contractors, 454/155 Dispensary Road
~~100/101 Commercial Street~~, Bangalore Cant

Sir

Subject: Construction of additional R.C.C.Tank at Davangere, entrusted to you

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I write to state that your letters Nos.RCT 63/54-55 dated 27-11-1954 and 63 A/54-55, dated 29-11-1954 on the above subject were placed before the Municipal Council at their meeting held on 29th November 1954 along with my Notice No.H C.2/54-55, dated the 17th November issued to you.

In accordance with the Municipal Engineer's letter No.H.C. 88/54-55, dated the 26th November 1954 addressed to you requesting you or your authorised representative to be present at the work spot for giving final measurements of the work executed to date on 27-11-54, the Municipal Engineer took final measurements of your work at the RCC Tank at 4 p.m.on 27-11-1954 and the value of the work so far done by you subsequent to the last payment to you amounts to Rs 1805-3-0 (One thousand eight hundred five) The Municipal Engineer has also intimated to you to stop further work in his letter No,G.C.88/54-55 dated the 29th November 1954 addressed to you and you have also acknowledged the receipt of the same in your letter No. RCT 63/54-55 dated 1-12-1954

The Municipal Council having taken into consideration all aspects of the case have found that you have violated clauses 1,16, 17 and 24 of the conditions of the Schedule of Contract entered into by you with the Municipality on 14-3-1953 in respect of the above work. They have further resolved in their resolution No.23 dated 29-11-1954 that since you have failed to show satisfactory progress in spite of grant of one month's time on 30-7-1954 and again

Sir,

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another month's time on 30-8-1954, the contract entered into with you by the Municipality may be cancelled under clauses 16 and 17 of the aforesaid Schedule of Contract.

Please therefore take notice that the contract entered into by you with this Municipality on 14-3-1953 in respect of the construction of an additional RCC Tank at Davangere is hereby cancelled under clauses 16 and 17 of the Schedule of Contract.

Yours faithfully,

MUNICIPAL COMMISSIONER

EBRAHIM RAHMTULLA & CO ,
Licensed Plumbers, and Sanitary,
Engineering Contractors,

No RCT 63/54-55

No 899 Islampet,
Davangere City,
Dated 27-11-1954

To

The Municipal Commissioner,
Davangere City Municipality,
Davangere City

Dear Sir,

Sub - Requiring that Ad R C C Tank work should be speed up
Reg - Adverting to attention to the notices as maintained No H C 2/54-55 dated 16/17-11-54

The progress of work can be achived as per clause 24 of schedule of contract if the technical sanctioned to the design of the compleat work is received while enter in to this, but in this case the submitted design is retrand and a type design is received from the Chief Engineer of Mysore, and the same is not at all suite to this soil Hence we taking approval to the sub design to each and when is this necessary to execute that portion of work, for covering the delay to your self and the Municipal Engineer is ~~known~~ Knew very well that we having cast the concretes to the Raft foundation and footing beam in very early time and in the usual working hope and as heavy work, we hope if any changes heard in the design later, that will not be born, so We have done the same very early then before approval is received from the executive Engineer, (as per G O) please verify the date of works compleated and approval

So you have to calculated the period of each approval dates, in this condition to avoide the problem, Sir, you are putting the responsible for our part and framing charge against us as per schedul of contract

Also as regard the design of "Braces" there is difference idea between our technical men and the Municipal Engineer and the same is not yet decided fully and have not been arrange to take approval from the Executive Engineer unless the fabrication work of the braces is done The alainment and plumb of the colum will not be prominently stand in one direction, after casting the concrete it will not be rectified

Sir,

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Sir, to this kinds of highly technical work, to decide independently and take full responsibly there is no High technic l authority in this Municipality

We bound to adopt and altration to the design as per caluse 7 of the schedule of contract, for which, we have to depended on the Executive Engineer through the Municipal Engineer incharge again and again and and you held up responsible on us to this kind of unnecessary and unavoidable delay -

Sir, there is only two way to speed up the work, that you should take infull interest to receive approval the complete design at one time and that should not be change again as now to provide colow in the junction of columns and braces, and allow us to work continuously, or the work may kindly be execute through the Public work department and get do the work in time

May we ask you sir, that what kind of unsatisfactory work has been done b us as you stated in this reffering letter

Unless you under going with these are facts, if heard any action as per your letter you will held responsible for this Pachur ~~Pachunery~~ Pecuniary loss, which please note

The above matter are having informed as per instruction of our Head Office

Thanking you

Yours faithfully,
For Ebrahim Rahmtulla & Co ,
Sd/-
Manager

T No 505/54-55
2

Submitted to the Municipal Commissioner, for kind instruction final measurements have been taken on 27-11-54 and details report has been seperately submitted this day There is no delay on the part of this office as regards issue of necessary instructions from time to time Reasons put forth in the above letter are mear baseless please If necessary the Executive Engineer, Davangere Division may kindly be consulted in the matter

Sd/- B Ramakrishna Setty,
Municipal Engineer,
Davangere City Municipality

" C o p y "

A-Narasimhaiah
Municipal Commissioner
Davangere City Municipality

Design of Braces, (Which is to be done) and see whether is this approved or not as yet, for additional covering arrangement for acting Buckling loud, on the junction of each columns and braces

then decide, what are happened and why the delay was

Mean while we are not idling with out work, now not before we have done the raft and beam very early before received approval, so this kind of un-avoidable delay has to be suffered to put up a regular sub ordinate to some each and all

Accordingly for progress of work should be calculate from date of approval and so.

Regarding delay of work, should not be put up on contractor side, at any cost

Thanking you,

Yours faithfully,
For Ebrahim Rahmtulla & Co ,
Sd/-
Manager

T No 505/54-5/3 Dated 29th Novr , 1954

Submitted to the Municipal Commissioner -

The works are being carried out as per approved design work is not delayed due to the approval of the designs ~~within~~ earlier from the Executive Engineer or from offices at any stage after final approval The delay is due to the inertness of the contractor and this delay has been repeatedly observed by the council Even the present work is being carried out as per approved design The contractor may be warned to give such letters hereafter

Sd/- B Ramakrishna Setty,
Municipal Engineer,
Davangere City Municipality.

" C o p y "

K. Narasimhaiengar

(K Narasimhaiengar,)
Municipal Commissioner,
Davangere City Municipality

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IBRAHIM RAHIMTULLA & CO ,
(Licensed Plumbers and Sanitary
Engineering Contractors)

No 899 Islapet,
Davangere Dated 29-11-195[redacted]

No R C T.63-A/54-55

To

The Municipal Commissioner,
Davangere City Municipality,
Davangere City

Dear Sir,

Sub - Requiring R C C Tank work should be speed up

In continuation of our letter No R C T 63/54-5 dated 27-11-1954 we wish to state the following explanation which was arised in discussion with your self and the Incharge Municipal Engineer

That the statement of Municipal Engineer stating there is not necessary to take interest us for the technical approval, and he will be responsible for the same, is not at all maintanable unless a contractor satisfying that what loud is calculated is correct or not, not in only the Municipality but in the P W D also with the presence of Executive Engineer This kind of Highly technicle work will not be execute before received sanctioned, so while the original type design is changed, that should take approval at least from the Executive Engineer, as he is high efficient, and on so many accation the Municipal Engineer alone request us that not to bent the bars untill approval is received This is the practically diffects, it was under going orally to waiting for bending to bars, offcource This not in the notice of the Municipal Commissioner and the Honourable President and Members of the council, as we beliving that the Municipal Engineer will explain, this not the source to the ordinary work, only to the Highly technical and non rectifeble works, and any one should not be deney to this, but perticularly contractor side he will not be execute that kinds of work with out satisfying approval side

Hence I request you to verify the following papers -

Original type design, and ~~ful~~ feel the difference in the latest approved design as per work done
Latest approved design as per work done - and go over the date of approved by the Executive Engineer, and date of casting, concrete of that portion
Municipal Engineers note - for when, we have commenced and comple the Raft and footing beam concretes

Desi

(74)

No.T 506/54-55

To

Office of the Municipal Engineer,
City Municipality,
Davangere, Date 29th Novr, 1954

The Municipal Commissioner,
Davangere City Municipality,
Davangere

Sir,

Subject - Construction of an additional R C C Tank of 2 lakhs gallons capacity at D V G

With reference to the above, I wish to write as follows - As per your memo No.H C 2/54-55 dated 16th November 1954, the contractor M/s Ibrahim Rahimathulla & Co., Davangere, was served with a notice to be present at the work spot on 27-11-1954 at 4 P M for giving final measurements But the contractor purposely avoided and has failed to give final measurements which shows his disregard to the authority However the measurements of the work done to date have been recorded as per instructions

Further I write to to report regarding his neglect of work in violation of the conditions of his contract as follows -

1 He has failed to collect the required quantity of sand, metelly and other petty materials required for the work, inspite of repeated instructions.

2 He has misuesed the materials, which he has mortagaged to the Municipality for taking advance on the materials and there it is impossible to rely on this contractor any further

3 His failure to give satisfactory progress in these stages of the work which is comparitively easy and profitable to him I am quite diffident of his successful completion of the further stages of the work which requires skilled workmen. His employees are all in-experienced and unskilled raw people

4 He is illequipped to go on with the work continuously I am afraid he has absolutely no experience of even having executed such important concrete work so far I must also say he has in the least realised the heavy responsiblity, and importance of the R C C Tank work The instructions of the under signed and of my assistants during the course of day to day work are ignored by the contractor and his representatives on the spot, this being the position and may be permitted to state that how far can the undersigned and my assistants be held responsible for the quality of the work He has to have on hand a lot of centring materials with skilled carpenters and masons and execute the work giving day to day progress I infer that financially also he is unable to cope up with the work ahead.

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I need hardly emphasize the urgency and the importance of the immediate execuion of this R C C Tank work for the maintenance of regular water supply to the old town area of the city, while the present steel tank has already overlived its age and it is feared that it may give away at any moment The Municipal Council have also repeatedly expressed the importance of the expeditious completion of the construction of this R C C Tank work

Under the above circumstances, I report for taking a determined action to -

1) Cancell his contract immediately and detain the decission of the Municipal Council for calling for tender or otherwise for the completion of the remaining portion of the work

2) Forfiet his earnest deposit for having successfully failed to act according to his contract

3) Fine the contractor to the extent of 5% of the value of the work that is expected of him as per his contract to this date and to order its recovery

I solicit immediate order in the matter and also I request, the contractor to be warned against any attempt to attend to any further work as the final measurements have been recorded and the absence of our supervision his attempt to continue the work may endanger the work that has so far been done

Awaiting kind instructions

Yours faithfully,

Sd/- B Ramakrishna Setty,

Municipal Engineer,
Davangere City Municipality

" C o p y "

K Narasimhaiengar

(K Narasimhaiengar,)
Municipal Commissioner,
Davangere City Municipality

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No GC 88/54-55.

Office of the Municipal Engineer,
City Municipality ,
Davangere,Date 29th Novr 1954.

To

M/s.Ibrahim Rahimathulla & Co.,
Contractor,Davangere City,
Davangere.

Sir,

Subject Construction of an additional R C.C. Tank at Davangere.

In continuation of this office letter No.GC.88/54-55 dated 26th November 1954,directing you or your authorised - representative to be present at the work spot for giving final measurements of the work executed to date on 27-11-1954,I am to state that you have failed to comply with the notice. As per instructions of the Municipal Commissioner,I have recorded the final measurements of the work at 4.p m.on 27-11-1954. Further you are hereby directed to stop any further work which even if done will be all your own responsibility.

Yours Faithfully
sd/- B.Ramakrishna setty
Municipal Engineer,
Davangere City Municipality.

G C.88/54-55.Encl 1

Copy of the above is ~~forwarded~~ submitted to the Municipal Commissioner for favour of kind information Copy of the final measurements is also in enclosed for kind perusal. If ordered final bill will be prepared and submitted.

sd/- B Ramakrishna setty
Municipal Engineer,
Davangere City Municipality.

" Copy "

sd- [illegible]
Municipal Commissioner,
Davangere City Municipality.
2/12/1954

EBRAHIM RAHMATULLA & CO ,
(Licensed Plumbers and Sanitary
Engineering contractors)

No 899 Islampet,
Davangere, Date ~~[illegible]~~ 1-12-1954

R C T 65/54-55

To

The Municipal Commissioner,
Davangere City Municipality,
Davangere

Dear Sir,

Reg - R C C Tank work

The Municipal Engineer has informed in his letter No G C 88/54-55 dated 29-11-1954, that the P C C Tank work may be stopped and final measurements were ~~taen~~ taken etc

This notice has been forwarded to the Proprietor for his information and taken necessary action

The confirmation letter may kindly be sent direct to the Head Office at Bangalore

Thanking you

Yours faithfully,

Sd/-

H O Address -
M/s Ebrahim Rahmtulla & Co ,
154/155 Dispensary Road,
Bangalore Cont (1)

" C o p y "

K. Narasimhaiengar

(K Narasimhaiengar,)
Municipal Commissioner,
Davangere City Municipality

Copy of the memo No H C. 2/54-55 dated 30th November 1954, from the Municipal Commissioner, Davangere City Municipality, Davangere, to the Municipal Engineer, Davangere City Municipality Davangere

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Subject - Construction of an additional R C C. Tank at Davangere

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The Municipal Council at their meeting held on 29-11-1954 have resolved that the contract entered into with M/s Ibrahim - Rahmathulla & Co., be cancelled The Municipal Engineer is therefore requested to instruct the above contractor at once not to proceed with the said work The final bill in respect of the work should also be prepared and submitted early

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G C 88/54-55 dated 1-12-1954

Copy of the above is forwarded to M/s Ibrahim - Rahimathulla & Co., for information He is directed to stop further work in pursuance of the above order and go over here to verify the final measurements recorded on 27-11-1954 as the final bill has to be submitted as per instructions of the Municipal Commissioner

Sd/- B Ramakrishna Setty,
Municipal Engineer,
Davangere City Municipality

" Copy "

K Narasimhaiengar
(K Narasimhaiengar,)
Municipal Commissioner,
Davangere City Municipality

SCHEDULE OF CONTRACT

ENTERED into between M/s Ebrahim Rahamatulla & Co, Civil and Sanitary Engineering Contractors Bangalore, and the Municipal - Commissioner, City Municipality on behalf of the Government of Mysore

I, T J.Abdul Wahab Sahib Son of T.Hajee Jaineelabadeen Sahib 100/101 Commercial Street Bangalore I, Proprietor M/s Ebrahim Rahamatulla & Co , Civil and Sanitary Engineering Contractors, Bangalore, inhabitant of Bangalore, in State of Mysore, whose lowest tender in respect of the construction of an additional R C C Tank at Davangere has been accepted by Government for Rs 96,528-12-0 (Rupees Ninety Six Thousand Five Hundred Twenty Eight and annas twelve only) vide the Government of Mysore communicated in L S G Secretary's letter - No L 21335/C.M.11 52 53 dated 11-3-53, do hereby undertake to execute such work and supply such stores as are enumerated and described in the attached specification at the rates for such items entered in the Schedule thereto appended, such works and stores being on account of construction of additional R C C Tank of Two Lakhs gallons capacity in Davangere City, Davangere Taluk and Chitaldrug District and the estimate of which work has been sanctioned in Government Order No L. 2239-42/C M 56-51-2 dated 9/12-6-1951 and subject to the conditions typed below also to complete and hand over the same to the Municipal - Commissioner or his authorised representative not later than Fifteenth day of January One Thousand Nine Hundred and Fifty Four in a satisfactory and workmenlike manner in accordance with the P.W D Specifications and designs as furnished to me.

Signed, sealed and delivered by the said M/s Ibrahim Rahamatulla & Co , ~~in the presence of:~~ this fourteenth day of March One thousand nine hundred and fifty three in the presence of

WITNESS

1 (Sd) D R Mouneshwarappa
2 (Sd) S J.Abdul Sattar Khan

For Ebrahim Rahmtulla & Co

(Sd)
Proprietor,
14-3-53

CONTRACTOR

SIGNATURE OF MEMBERS OF THE MANAGING COMMITTEE

1 (Sd) B I Gopal Rao
2 (Sd) H Veerappa,

(Sd)K Narasimhaiyengar,
Municipal Commissioner,
Davangere City Municipality
14-3-53

CONDITIONS OF A SCHEDULE CONTRACT

FOR CONSTRUCTION OF AN ADDITIONAL R C C.TANK OF TWO LAKHS GALLONS CAPACITY

As per estimate sanctioned by the Government in G O No.L 2239-42/C M.56-51-2 dated 9/12-6-1951 and the lowest tender of M/s Ebrahim Rahamutaulll and Co , as accepted by Government and communicated by the L.S G Secretary to Government in letter No L 21335/C M.11-52-23 dated 11-3-1953 -

1 A bill will be prepared by the Municipal Engineer or the Municipal Commissioner at least twice every month for all works executed or stores supplied up-todate in accordance with the terms of specification after taking the requisite measures for having the same tested and the claims as for as admissible, adjusted if possible before the

expiry/

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expiry of ten days from the preparation of the Bill At least work costing not less than Rs 15,000/- on an average will be executed each month to the satisfaction of the Municipal Commissioner and the Municipal Engineer

2 No work or stores will be paid for unless thoroughly good and fully in accordance with the specifications and should through inadvertence, bad work or stores be passed and paid for, it will nevertheless be perfectly competent for the Municipal Commissioner or his authorised representative to strike the same out of the account at any future time and recover the value at any date previous to, or at the time of, granting the final certificate

3 The bill above alluded to will be prepared in exact accordance with the form prescribed in the department, and the rates at which the value of the work or stores are calculated will be those tendered for and accepted

4 The Contractor agrees not to petition for revision of rates tendered for by him under any circumstances at any stage of the work, either during execution or when the final claims are settled.

5. In order that there may be a guarantee fund in the hands of Government a deduction of five per cent from all payments to the contractor is to be made by the Municipal Commissioner at the time of payment. The Municipal Commissioner is fully empowered to devote all or such portion as may be requisite, of the guarantee fund, to making good, bad or indifferent work on the part of the Contractor in such manner as he may think desirable

6 Similarly, should overpayments have been inadvertently made on the faith of the contractor's Bill, although checked by the Municipal Commissioner or his authorised representative, it will be competent for the Municipal Commissioner to recover the same from the contractor either by deducting the amount from any account subsequently rendered or from the guarantee fund

7 The Contractor is bound to adopt any alteration or addition to the original design which the Municipal Commissioner may direct in writing, and execute the same at the same rates as the other portions of the work. He must also at once undo and make good any work which may be pronounced bad or not in accordance with the specification

8 Failing within 10 days to conform to the instructions of the Municipal Commissioner or the Municipal Engineer or the President in either of the above case that Officers have power to get the work executed by any agency they may consider desirable, at the risk and cost of the Contractor, using if necessary any plant or materials which may have been collected at site and paying for the same at their own valuation

9 Should the Municipal Commissioner or the President or the Municipal Engineer consider that work, although not executed in strict accordance with the specification, may be allowed to stand, they are empowered to pay for the same at such reduced rates as they may fix and similarly in the case of inferior stores supplied, which though not of the quality required by the specification may yet be passed, they are also empowered to pay for the same at such reduced rates as they may consider equitable This proceeding is, however, quite optional on the part of the Municipal Commissioner and the President

10 The Contractor is bound to provide all requisite paln and thoroughly intelligent agency for the execution of the work, failing which the Municipal Commissioner or the Municipal Engineer are empowered to supply such machinery or agency (either superin-

superintendence, skilled or unskilled labour) as they may consider desirable at the cost of the contractor, removing such as the Municipal Commissioner or the Municipal Engineer may object to

11 Advance may be made to the contractor to theextent of eighty percent of the value of all materials (as assessed by the Municipal Commissioner or the Municipal Engineer) deposited at site and mortgaged to Government, the amount of all such advances being adjusted or recovered as the materials are utilised, or from the bill of completed work subsecuently submitted. The contractor shall be responsible for the safe custody of all materials on account of which he may have received advance and of all other materials that may ~~have received advance and of all other~~ be given to his charge

12 All rejected materials will be at once be removed from site by the Contractor to such distance as may be desired, failing which the Municipal Commissioner or the Municipal Engineer are empowered, after giving ten days notice in writing to do so himself and to recovery the cost of the same from the Contractor

13 In case where materials will be supplied by the Municipality, the contractor shall accept such materials as cement, bars, and girders etc , at such rates as the articles may cost Government and in the case of such articles the contractor will be entitled to get only the fixing and contracting charges.

14. The contractor shall be liable to pay all royalties chargeable on Government materials required for the work.

~~15 The contractor is bound to conform to all legitimate~~

15 No unsightly pits, refuse stores or other disfigurements will be allowed to remain in the neighbourhood of any completed work and should the contractor not comply with the instruction of the Municipal Commissioner or the Municipal Engineer to rectify such defects that officer may after ten days notice in writing take such measures for their remedy as they may consider desirable, charging the cost of the same to the contractor

16 The contractor is bound to conform to all legitimate ~~the~~ instructions of the Municipal Commissioner in respect of the above conditions or such other matters as may affect the safety or the work, failing which that officer is empowered, after giving ten days notice in writing to take the work entirely into their own hands declaring te contract cancelled and employing if necessary, materials or plant belonging to the contractor which they may consider requisite paying for the same at their own valuation

17. The Municipal Commissioner is similarly empowered to annul the contract should he consider that there has been unnecessary delay on the part of the contractor in attending to or carrying out the instructions relative to the prosecution of the work or in the supply of stores The cancellation of the contract will debar the contractor from all claims to the guarante fund in the hands of the Municipal Commissioner Also, when the contract is cancelled, there shall be no claim whatever regarding damages etc., against Government i e the Davanagere City Municipality

18 No portion of the guarantee fund can be demanded by the Contractor till such time as the Municipal Commissioner or the Municipal Engineer grants a certificate of completion of the terms of the contract.

19. When two or more persons combine to take up a contract, it will be aboslutely necessary for them to appoint some one person (either partner or otherwise) to be their accredited agent and to give him powers of attorney to receive payments on account of the work contracted for and to grant receipts such power of attorney being lodged in the hands of the Municipal Commissioner or the Municipal Engineer in the event of one or more of the partner in the contract

wishing to withdraw this power of attorney and to transfer it to some other person, he or they must give one month's warning of this, in writing to the Municipal Commissioner, who may on the receipt of such warning consider himself at a liberty at any time within the month to declare the original contract null and void precisely under the same conditions as for non-fulfilment of work, etc., and thereupon i e. after giving notice in writing, himself take over the work and materials on behalf of Government and make such arrangements for its progress as above provided in para 8 of these conditions.

20 The final adjustment must invariably be preceded by a thorough remeasurement of the whole of the work performed, which will be made by the Municipal Commissioner or his authorised representative and at which the contractor or his accrrdited agent must be present, for this purpose, a written notice will be sent to him at least ten days before the date fixed for the measurement, appointing the day, hour and place of meeting should he not attend to this, the measurement will proceed with out him and he will be precluded from making any protest

21 The contractor will furnish free of charge all labour and tools required for such examinations and setting out of the work as the Municipal Commissioner or Municipal Engineer at any time considers desirable failing which they may have this done at the contractor's cost deducting the charges incurred from his bill

22. When a dispute arises between the Municipal Commissioner or the Municipal Engineer and Contractor as to either quantity or quality of any work performed involving a larger sum than Rs. 500/- the matter will at the requisition of the latter, be referred to the Chief Engineer, who shall be empowered to appoint an Officer to measure and examine the work in the presence of the Contractor, due notice as in paragraph 20 will be given to the contractor, regarding the time and place of making these measurements etc. and should he not be present or be represented by a duly accredited agent, the Chief Engineer may consider himself authorised to decide the case finally on the report furnished to him by Departmental Officer deputed as above, any objections to the measurement taken etc., must moreover, be stated, to the deputed Officer at the time and a copy of the same in writing forwarded to him for submission with his report to the Chief Engineer at the latest within twenty four hours. The decision of the Chief Engineer on such reference shall be final and binding on the contractor and the Municipal Commissioner or the Municipal Engineer.

23. Paras 5,7,8,10,11, & 15 are not to be considered as applicable in a contract for the supply of stores of any kind.

24 The value of the works turned out or materials collected by the Contractor or both in any one month shall not be less than - (Rs 15,000/-) and the Contractor shall be liable to a fine of five percent on the difference between what is agreed upon and what has actually been worked out to the end of any month The fine is to be calculated and levied from month to month, or at any period at the discretion of the Municipal Commissinoner

25 The rate of monthly progress shall be reckoned from 20th March, 1953

26 The Contractor is responsible for the good behaviour of his employees.

27. The Contractor is bound to pay compensation to disabled workmen failing which the amount would be deducted from his bill and paid to the injured

The sanctioned copy of the detailed estimate as scrutinised by the Chief Engineer, is taken by me today

(Sd) Ebrahim Rahmtulla & Co,
Contractor

"~~COPY~~"

(Sd.) K.NARASIMHAIYENGAR,
MUNICIPAL COMMISSIONER,
DAVANGERE CITY MUNICIPALITY

True copy
K. Narasimhaiyengar
Municipal Commissioner
Davangere City Municipality

Proceedings of the Ordinary General Meeting of the Davangere City Municipal Council held on 29-11-1954 at 4.p m in the City Municipal Offices,Davangere.

President

Sri.K Veerabhadrappa ,M.A ,LL B., President.

Subject No.23.
To consider the report received from the Municipal Engineer in the matter of progress of work done by the contractors of the additional R C C Tank work under construction in the City after the issue of notice to the contractor in accordance with the resolution of the Municipal Council dated 30-8-54 granting one month's time and Notice No H.C 2/54-55 dated 16/17-11-1954 issued to the above contractor by the Municipal Commissioner.

Resolution.
The notice No H C.2/54-55 dated 17-11-1954 issued by the Municipal Commissioner to the contractor of the Additional R C.C Tank work,letter No H C.2/54-55 dated 17-11-1954 addressed to the Secretary to Government,L.S G & Planning Departments,Reports Nos T.500/54-55 dated 29-11-1954,GC. 88/54-55 dated 29-11-1954 and T. No.505/54-55 dated 29-11-1954 received from the Municipal Engineer in the matter and the letter Nos R C T 63/54-55 dated 27-11-1954,R C T 63.A/54-55 dated 29-11-1954 received from the contractors M/s.Ebrahim Rahamathulla and Co ,were read before the Municipal Council. Sri.P B. Sankarappa proposed that since the contractor has failed to fulfil the conditions of the agreement the contract may be cancelled and Sri B T Somanna sonconded the same Resolved that since the contractor has failed to show satisfactory progress inspite of grant of twice one month's time on each occasion ,the contract enetered into with the above contractor be cancelled and the work entrusted to contractor Sri Sitarama Iyengar who has done the work of construction of first R C C tank at this place previously in case he is willing to do the remaining work at tendered rates The resolution was passed unanimously except Sri.Gurudev dissenting. Necessary sanction of Government may be obtained in the matter.

sd/- K Veerabhadrappa
President.

"Extract"
K Narasimhaiengar
(K Narasimhaiengar)
Municipal Commissioner,
Davangere City Municipality.
1-12-1954

Form of final Bill
Duplicate

(84)

COMPTROLLER S OFFICE

M A M 75]

[*Rule 265*

)cal Audit Department

Davangere City Municipality
(P W D)

ıecked

)bjected to (*vide*) ıtem No of
Objection Statement)

Auditor

CONTRACT CERTIFICATE
BILL

Case Book Voucher No —

Head of Account—

Classification—

Amount

Paid by Cheque No , dated

195

RESOLUTION

G O No L 2239-42/C M 56-51-2, dated 9/12 — 6 — 1951

Name of Work— Constructing R C C Tank of 2 lakh gallon capacity on 50 ft staging at Davangere

Name of Contractor— M/s Ebrahimsa Rahimsab & Co

Date of Measurement— 27-11-54

Date of payment—

85 1

EXTRACT FROM MEASUREMENT BOOK

Reference to Measurement book: Book No	Page	Sub heads	Unit	Previous Measurement: Quantity	Previous Measurement: Cost	Present Measurement: Quantity	Present Measurement: Rate	Present Measurement: Cost	Total up to-date: Quantity	Total up to-date: Cost	Remarks
6	10 to 11	1) Earth work excavation for foundation of R c c Tank	cyd	369	276 12 -	27	1 T R - -	27 - -	396	303 12 -	
		2) Raising piles for foundation	Rft	24	30 - -	—	1 4 -	— - -	24	30 - -	
		Driving of Raising piles 7 1/2 to 6 1/2 length	No	4	8 - -	—	2 - -	— - -	4	8 - -	
				99	198 - -	—	2 - -	— - -	99	198 - -	
		3) Laying 1:2:4 cement concrete	cft	130222	1953 5 -	130222	B R 4 - / 1 12 R -	325 9 -	130222	2278 14 -	
		4) R c c Raft foundation 1:2:4	cft	2842	19894 - -	2842	F P R 4 - / 7 1 R 4 -	710 - -	2842	20604 - -	
		5) R c c bed beam	cft	763	4578 - -	763	F P R 1 4 - / 7 1 R 4 -	953 12 -	763	5531 12 -	
		6) Total weight of fabricated M S Bars	Cwt	—	—	Cwt lbs 74 89	22 7 6	1678 9 9	Cwt lbs 74 89	1678 9 9	
		7) Labour charge for fabrication	Cwt	—	—	74 89	2 8 -	187 - -	Cwt lbs 74 89	187 - -	
					26938 1 -			3881 14 9		30819 15 9	

Recoveries -

(1) Cash advance - Paid on 9-9-54 800-0-0
do 9-10-54 880-0-0
do 26-10-54 880-0-0
25,60-0-0

(2) Water cess charge to be recovered for 4907 1/4 cft
may be recovered in this bill @ 0 0 3/cft 76-10-9

(3) Cost of materials issued on Indent no 11 dated 28/10/54
may be recovered in this bill 805 1 -

Total = 3441 11 9

Carried over

EXTRACT FROM MEASUREMENT BOOK—*concld*

Reference to Measurement book		Sub heads	Unit	Previous Measurement		Present Measurement			Total up to date		Remarks
Book No	Page			Quantity	Cost	Quantity	Rate	Cost	Quantity	Cost	
		Brought Forward									
		Total									

ABSTRACT

(87)

Particulars	Previous Measurement		Present Measurement			Total up to date		Remarks
	Quantity	Cost	Quantity	~~Rate~~ Cost	Cost	Quantity	Cost	
Total value of work done up to end of 27-11-1954 Fourth & Final Bill		26938 1 –	–	3881 14 9		–	30819 15 9	
Deduct fines reserve etc if any to be specified in remarks column As noted over leaf							3441 11 9	
Deduct previous payment made as per last bill (Voucher No)							25573 1 0	
							29014 12 9	
Net amount to be paid (in words and figures)							1805 3 9	

Date *195* *Signature of Contractor*

Certified that the above measurements have been made by me and that the work has been satisfactorily executed

Checked on 27/11/54

Date *195* *Municipal Engineer* *In charge of Work*

27/11/54

MEMORANDUM OF PAYMENTS (to be filled in office of payment)

Arrears brought forward	
Work done as per this bill	
Total	
Payments now made	
Balance due	

Received Rupees only in part payment or as a final payment in settlement of all demands

Rs

Witnesses

Dated *195* *Signature of Payer* *President*

(88)

GOVERNMENT OF MYSORE

Mysore Government
~~General and Revenue~~ Secretariat
Municipal Branch,
Dated Bangalore, Decr 1954

No L 12402 / CM 97-54-10 ~~CM 97-54-10~~

6-1-55

FROM

~~The Secretary~~ *Secretary to the Government of Mysore,*
Education and L S G Departments

To

The Municipal Commissioner,
Davangere City Municipality,
(through the President)

Sir,

Subject - Construction of an additional R C C Tank in Davangere City Municipality

With reference to your letter No H C 2/54-55 dated 1-12-1954 and the subsequent reminder dated 14-12-1954, I am directed to state as follows — You have stated that ~~that~~ a sum of Rs 9,998-7-1 is said to be due from Messrs Ebrahim Rahimatulla & Co , contractors, to the Davangere City Municipality, being the balance of advance relating to the under-ground drainage works, and that it was ordered by Government in letter No L 8264/CM 57-54-10 dated 8-10-1954 that 5% should be deducted towards adjustment of advance amount out of the contractor's bills for R C C tank, that the above letter was recorded in Council meeting dated 30-10-1954, and that no bills in respect of R C C tank have been paid to the contractor since 30-10-1954 and that therefore no recovery towards the advance could be effected and that the final bill prepared by the Municipal Engineer comes to Rs 1,805-3-10 only and that the entire amount may be ordered to be adjusted towards recovery of advance amount due from the contractor

2 From the above report, it could be made out that the advance of Rs 9,998-7-1 is not recovered on account of the Government order which stated that only 5% of the R C C tank bill amount should be recovered I am to invite your attention to your letter No H C 71/54-55 dated 12th July 1954 wherein you ~~is~~ have clearly stated that the claims in respect of 22 works could not be settled on the ground of the heavy advances outstanding against the contractor, ~~and~~ that the irregularities have been ratified by the Council and that the bill

amounts would be finally adjusted towards the advance due from the contractor (Vide para 6 of your letter) # (3) Thus the whole responsibility of adjusting the advance was cast upon you Government want to know what action you took to adjust the amount of Rs 9,998-7-1 from the 22 bills It may also be stated ~~as to the total~~ how much amount ~~that~~ was passed by you in respect of these works and the date on which it was paid Government desire to impress upon you the immediate need for taking ~~such~~ effective action ~~as you deem fit~~ to recover the amount from the contractor If there is any delay or neglect on your part in this behalf, then you have to be held personally responsible for this amount

~~3.~~ (4) The next point is the entrusting of the work to Sri Sitaramaiyengar Whether Sri Sitaramaiyengar is willing to take up the work at the rates tendered by Sri Ebrahim Rahimatulla & Co may be ascertained and ~~the fact~~ reported # (5) A ~~detailed~~ report on the above points may be sent to Government within three days positively

Yours faithfully,

22/12/54

(~~Hanumanthappa~~)
~~Sect.~~ Secretary to Government,
Education & L S G Departments

22/12

LNS 2 22/12

GN 5/1/13

No H C 2/54-55
Encl one
From

(90)

Municipal Offices
DAVANGERE CITY
Date 7th January 1955

THE MUNICIPAL COMMISSIONER,
City Municipality,
DAVANGERE

To

The Secretary to the Government of Mysore,
Education and Local Self Government Departments,
BANGALORE

Sir

Subject - Construction of an additional R C C Tank at Davangere

---

With reference to your letter No L 402/CM 97-54-10, dated 5-1-1955 on the above subject asking me what action has been taken to adjust the amount of Rs 9,998-7-1 from the 22 bills referred to in para 2 of your letter under reply, I write to invite kind reference to my letter No H C 71/54-55 dated 12th July 1954 wherein I had submitted to Government as to how the balance of Rs 9,998-7-1 fell due from the contractor I submit the details once again for the kind information of the Government

1	Total amount advanced to the contractor by my predecessor in Office in 1951	Rs 47,000-0-0
2	Cost of Iron and Cement supplied from Municipal Stores	Rs 948-10-1
	Total	Rs 47,948-10-1
	Deduct total amount of bills payable to the contractor in respect of 22 works referred to above adjusted to advance	Rs 38,220-1-0
	Balance due from the contractor to the Municipality as per audited figure	Rs 9,728-9-1

It may therefore be kindly seen that even after adjusting the amounts due on account of 22 bills the contractor will still be due to the Municipality a sum of Rs 9,728-9-1 I also submit for the kind information of Government that since no payment was involved to the contractor on these bills the total amount of Rs 38,220-1-0 has been adjusted towards the advances outstanding against

against the contractor

3 In this connection I beg to invite kind reference of Government to letter No.L 8889, dated 21-10-1952 asking me to suggest the ways and means of recovering the outstanding advances from the contractor when submitted to Government in my letter No P C 90/53-54, dated 9th November 1953 that the same company was entrusted with the execution of the additional - R C C Tank at a cost of R 96,522-12-0 and the company had deposited a sum of R 6,000/- as earnest deposit It was also submitted therein that as the work progressed, bills would be prepared, passed and adjusted towards the dues outstanding - against them They had also deposited a sum of R 1,715/- as tender deposit in respect of certain underground drainage - works If any sum still fell due after effecting such adjustments action would have to be taken through a Court of law for its recovery The Secretary to Government, Local Self Government and Planning Departments in his letter No I 18678 dated 20th January 1954 conveyed the approval of Government to the action proposed to be taken in the matter Meanwhile, the contractor approached Government with a petition dated 20th January 1954 in the matter of the recovery of the advances outstanding against him and the Government called for a detailed report, which was submitted by me in my letter No P R 17/53-54 dated 15th April 1954 that the contractor had to pay to the Municipality after adjusting all the bills due to him a sum of R 10,422-12-1 The Assistant Secretary to the Government of Mysore, Local Self Government and Planning Departments in his letter No 2399 CM 57-54 3 dated 8th June 1954 conveyed the orders of Government directing that I should pay the amounts due to them on account of the R C C Tank work and not to set off the amounts against the advances said to be due from them in respect of the works referred to in my previous letters This letter was placed before the Municipal Council at their meeting held on

on 29-6-1954 The Council resolved that as the contractors owed the Municipality a sum of Rs 9,998-7-1 being the balance of the advance given to them for underground drainage works that while paying the contractors bills for R C C Tank works due ~~xxx~~ recovery may be made as follows -

1) Cost of materials supplied, if any
2) 5 % towards reserve as per agreement entered into with the contractor
3) 5 % towards adjustment of advance outstanding against the contractor in respect of underground drainage work entrusted to him

4 The Assistant Secretary to the Government, Local Self Government and Planning Departments in his letter No L 8204/CII 57-54-10 dated, 8th October 1954 received in this office on 11-10-54 approved the Council's resolution to recover from the contractors' bills for R C C Tank works as detailed above The Government were also made a are in my letter No P C 2/54455 dated 1-12-1954 that no bills in respect of R C C Tank were paid to the contractor since the receipt of the above Government Orders and that - therefore no recovery towards the advance could be effected

5 As against a sum of Rs 9,728-9-1 due from the Contractor, I write to state that the amount still approximately payable to the contractor will be as follows -

1) Deposits made by the contractor as detailed below -

i) Laying pipe sewers	May 51	Dep No 30	Rs	750-0-0
ii) -do-	Nov 51	Dep No 130	Rs	965-0-0
			Rs	1,715-0-0
2) Final bill of the R C C Tank			Rs	1,805-3-0
3) Contractors bills for providing Sanitary fittings to Laxmi Buildings			Rs	93-0-0
4) Water connection to Bus Stand			Rs	900-0-0
		Total	Rs	4,513-3-0

I beg to submit for the kind information of Government that the above amount of Rs 4,513-3-0 due to the contractor will be adjusted towards the advance of Rs 9,728-9-1 and for the recovery of

the

the balance of Rs 5,215-0-1 a Civil suit will be launched against the contractor M/S Ebrahim Rahimathulla & Co , after placing the matter before the Council

While tendering for the construction of the New R C C Tank of 2 lakhs gallons capacity in October 1952, the contractors M/S Ebrahim Rahimathulla & Co., deposited a sum of Rs 9,000/- as tender deposit This amount is still held in deposit by the Municipality in respect of which I have sought kind orders of Government in the matter of enforcement of the penal clause 17 of the Agreement - regarding forfeiture of the tender deposit amount

I further beg to submit for kind information of Government that my predecessor in office made such a heavy advance to the - contractors and eversince I took charge of the Office of the Municipal Commissioner here, I have been striving my very best to adjust the same and also to recoup the balance I have already - brought to the kind notice of Government the difficulty I am experiencing in tracing the old records in my previous letters in this behalf, from which it will kindly be seen that I have spared no efforts to recover the advance by devising all ways and means that are possible I further submit that it will be kindly seen from the above that there was no delay or neglect on my part in this - behalf

As regards entrusting the remaining portion of work of constructing the R C C Tank to Sri Seetharamaiengar, I write to state that I addressed him in my letter No R C.2/54-55, dated, 17-12-1954 as in the con enclosed, whether he would be willing to undertake the balance of work at the accepted tender rates of M/S Ebrahim Rahimathulla and Co , Since no reply has been received from him in the matter, I again reminded him on 30-12-1954 to - expedite his reply I am again sending him a registered letter requesting him to furnish his reply within 5 days I shall duly submit to Government his reply as soon as it is received

Forwarded,

(Hanumantha Rao Scindia)
President I/C,
Davangere City Municipal Council

Yours Faithfully,

K. Narasimhaiengar

(K Narasimhaiengar,)
Municipal Commissioner,
By Davangere City Municipality
7.1.55

No H.C.2/54-55.

Enl

From

(94)

Municipal Offices

DAVANGERE CITY

Date 17th December 1954.

THE MUNICIPAL COMMISSIONER,
City Municipality,
DAVANGERE

To

KN
Shri. Sitarama Iyengar,
Engineering Contractor,
~~Chamarajapet~~, 212, Ananda Rao circle, Chandrapur
BANGALORE CITY.

Sir

I write to state that the work of construction of an additional R.C.C. Tank of 2 lakhs of gallons capacity was entrusted to Contractors M/S. Ebrahim Rahimathulla and Co., accepting their lowest tender for Rs.96,528-12-0 during March 1953. The said contractors have so far executed work to the extent of about Rs.20,800/-. Since the above contractors have failed to fulfil the conditions of the agreement, it is proposed to cancel the contract and to entrust the remaining portion of work to some other contractors who have got experience in such a work provided they are willing to undertake it at the accepted tender rates of M/S. Ebrahim Rahimathulla and Co.,

Since you have constructed the first R.C.C. Tank in Davangere City I am requesting you whether you are willing to undertake the remaining portion of the additional R.C.C. Tank in the City at the accepted tender rates. In case you are willing the proposal will be placed before the Municipal Council and sanction of Government will have to be sought for in the matter. A detailed estimate in respect of the work as per accepted tender rates showing the work already executed by the contractor M/S. Ebrahim Rahamathulla & Co., and the balance of work still to be done is enclosed for your information.

I therefore request you to kindly let me know your willingness or otherwise in the matter by return post.

Yours Faithfully,

K. Narasimhaiengar
Municipal Commissioner
Davangere City Municipality

sd/(K. Narasimhaiengar,)
Ml. Commissioner, Davangere City Municipality

Appendix F G — 1]

(95)

SUBJECT Construction of an additional R.C.C. Tank at Davangere

Diary No of letter replied to

Mysore Government Secretariat

( )

the 195

Date of issue

Signed by

List of enclosures

Copied by

Examined by

Section

File No

Serial No

No L13/20

To 28-1-55

Dear Sir,

I am desired to invite your attention to your letter no L.C 2/54-55-D-7-1-55 on the above subject and to request you kindly to furnish a final report in the matter to Govt immediately

Yours

28/1

Enc

Sd/- M. Cum
Davangere
(By name)

(97)

Statement showing the estimated cost of Additional R C.C Tank at Davangere amount as per the accepted tender rates of Messrs. Ebrahim Rahimarhulla & Co., amount as per the tender rates of Sri. Sitaramiengar.

Particulars.	Estimated cost.	Amount as per accepted tendered rates of M/S. Ebrahim - Rahimatulla & Co.	Difference excess or minus.	Amount as per rates by Sri. Sitaramiengar.
	Rs.	Rs	Rs.	Rs.
Earth work ecavation in all soils excluding hard rock for foundation including watering tamping etc , complete.	257/-	257	-	257
. R.C.C. works 1 2 4) 1. R C.C. raft.) 2. Ring beam at bottom of pillers.) 3. Columns) 4. Ring beam at top.) 5 Braces.)Z	55,350/-	40,128-12-0	-15,221-4-0	40,128-12-0
3. R C.C. works 1:1½:3 proportions. Top dome Bottom Dome Cone slabs. Side walls, Ribs Top and bottom Miscellaneous.	48,000/-	39,750- 0-0	- 8,250-0-0	44,000- 0-0
4. Providing and fixing an iron ladder at a slope of 18 with all necessary fixtures both inside and outside	650/-	650- 0-0	-	1,560- 0-0
5. Providing and fixing suitable size C.I.pipes and specials for inlet out-let, scour and - overflow including running of a 12" C I lines from the existing rising main	6,000/-	6,000- 0-0	-	6,600- 0-0
6 Providing and fixing sluice valves including constructing cisterns for inlet outlet scour and overflow connections.	2,000/-	2,000- 0-0	-	2,400- 0-0
7 Miscellaneous and unforeseen ltems of works like constructing a feniel providing fencing alround providing a ball valve and gauge forming approach road etc.	7,743- 0-0	7,743- 0-0	-	4,000- 0-0
Total . .	1,20,000/-	96,528-12-0	23,471-4-0	98,945-12-0

K Narasimhaiengar

(K. Narasimhaiengar,)
Municipal Commissioner,
Davangere City Municipality.

SPH.2

Letter No nil, dated 26-12-1954 from Sri. K.N. Seetharamma Iyengar, Contractor, Bangalore, to the Municipal Commissioner, City Municipality, Davangere.

Ref - Construction of two lakhs gallons R C C. Tank on 50 ft. staging at Davangere City

---

With reference to your letter No.H C.2/54-55, dated 17th December 1954 asking me if I am agreeable to take up the remaining portion of the work, I write to state that I was one of the tendered contractors for the above work and mine was the lowest. But to my utter surprise, without any valid reason, re-tenders were called for and work disposed off otherwise. If the work had been given to me I would have completed the work long back to your entire satisfaction.

But now since the most paying item of the work, i.e , the foundation is already over and the remaining portion of the work requires costly form work and highly skilled labour it is impossible to execute the remaining portion of the work at the accepted tendered rates of the other contractor.

I am agreeable to take up the work if at least originally estimated rates are given to me, which is quite reasonable, considering the difficult and skilled nature of work left over. I also assure you that the work will be completed in record time to your entire satisfaction depending on the availability of cement and steel. The work will be executed as per standard design

Hope to hear from you early, and thanking you.

"COPY"

K. Narasimhaiengar

(K. Narasimhaiengar,)
Municipal Commissioner,
Davangere City Municipality.

SPH

Letter No. nil, dated 12th January 1955, from Sri. K.N. Sitaramiengar, Contractor, Bangalore, to the Municipal Commissioner, City Municipality, Davangere.

Ref: Construction of 2 Lakh Gallons R.C C. Tank at Davangere.

I am surprised to receive your registered letter dated 7th January 1955 stating that I have not replied to your letter dated 17th December and 30th December 1954. As soon as I received your letter dated 17th December 1954, reply has been sent to you on 26th December 1954 I am herewith enclosing a copy of the letter written on 26-12-1954 for your reference Kind action may be taken in the matter. The letter may also kindly be acknowledged.

Thanking you

"COPY"

K Narasimhaiengar

(K. Narasimhaiengar,)
Municipal Commissioner,
By Davangere City Municipality.

P.S:
Your letter written to me on 30th December 54 has not been received by me so far.

No H C 2/54-55

Encl One

From

Municipal Offices

DAVANGERE CITY

Date 29th January 55

THE MUNICIPAL COMMISSIONER,
City Municipality,
DAVANGERE

To

The Secretary to the Government of Mysore,
Education and Local Self Government Departments,
BANGALORE

Sir

Subject - Construction of an additional R C C Tank at Davangere

---

With reference to your letter No L 13120, dated 28th January 1955 on the above subject, I write to state that your letter No L 12402/CM.97-54-10, dated 6-1-1955 and my letter No H C 2/54-5 dated 7-1-1955 addressed to you were read before the Municipal - Council at their meeting held on 17-1-1955 It was unanimously resolved thereat that legal action to recover the outstanding advance amount of Rs.5215-0-1 due from M/S Ebrahim Rahimathulla and Co , be taken Accordingly the Municipal ~~lawyer~~ lawyer will be requested to take further action in the matter

As regards entrusting the remaining portion of work of construction of R C C Tank to Sri Sitaramiengar a report is already sent with this office letter No.H C.2/54-55 dated 16-1-55

In this connection I write to bring to the kind notice of Government that the Manager of the a bove firm (Messrs Ibrahim Rahimathulla) came here on 13-1-55 and requested ~~to permit him~~ for permission to proceed with the work (vide copy of his letter dated 13-1-1955 enclosed). Thereupon his attention was invited to Government Order No 11720/CM 97-54-6, dated 18-12-1954 in which further proceedings are stayed and the Municipal Engineer was instructed to permit him to resume the work till - specific orders of Government are received in the matter

The Com[illegible] not [illegible] the point [illegible] when he [illegible] the [illegible] amount in respect of [illegible] works

A copy of the resolution of the Municipal Council dated

P.T O

No H.C.2/54-55.

Encl One.

From

THE MUNICIPAL COMMISSIONER,
City Municipality,
DAVANGERE

(100)

Municipal Offices
DAVANGERE CITY

7970 Date 29th January 55

1 FEB 1955
GOVERNMENT OF MYSORE

To

The Secretary to the Government of Mysore,
Education and Local Self Government Departments,
BANGALORE

Sir

Subject - Construction of an additional R C C Tank at Davangere

---

With reference to your letter No L 13120, dated 28th January 1955 on the above subject, I write to state that your letter No L 12402/CM 97-54-10, dated 6-1-1955 and my letter No.H C 2/54-5 dated 7-1-1955 addressed to you were read before the Municipal - Council at their meeting held on 17-1-1955 It was unanimously resolved thereat that legal action to recover the outstanding advance amount of Rs.5215-0-1 due from M/S Ebrahim Rahimathulla and Co , be taken Accordingly the Municipal ~~lawyer~~ lawyer will be requested to take further action in the matter

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The Comr has not answered the point as when he pays the ~~[illegible]~~ amount in respect of the work

A copy of the resolution of the Municipal Council dated

P.T O

dated 17-1-1955 is enclosed herewith for your kind pe[redacted]

Forwarded,

K. Veerabhadrappa

(K Veerabhadrappa,)
PRESIDENT,
CITY MUNICIPAL COUNCIL,
D A V A N G E R E

Yours Faithfully,

K Narasimhaiengar
29/1/55

(K Narasimhaiengar,)
Municipal Commissioner,
Davangere City Municipality

SPH 3

Office of the Municipal Commr.

(12) Davangere, 10th Jany.55.

No.H.C.2/54-55

To

M/S Ebrahim Rahimatulla & Co ,
Civil & Sanitary Engineering Contractors,
Bangalore - 1

Sir,

With reference to your letter No nil dated 7-1-1955, I write to state that on receipt of the Government Order No 11720/CM 97-54-6, dated 18-12-1954, I sent you a copy of the same for your information and needful, with my letter of even No. dated 21-12-1954 The receipt of this letter may kindly be acknowledged

Yours Faithfully,

Sd/- K Narasimhaiengar,
Municipal Commissioner,
Davangere City Municipality

"COPY"

K Narasimhaiengar

(K Narasimhaiengar,)
Municipal Commissioner,
Davangere City Municipality.

29/1/55

Letter No R C T 68/54-55, dated 13-1-1955 from the Manager, M/S Ebrahim Rahimathulla & Co , Davangere City, to the Municipal Commissioner, City Municipality, Davangere

---

Reg - R C C Tank work.

As per Government Order No L 11720/CM.97-54-6, dated 18-12-1954, I write to request you to kindly be advice to the Municipal Engineer to allow us to start above work, and arrange to take usual approval to the Braces etc , for further needful and oblige

---

~~xxxxx~~ Davangere, Dated, 15-1-1955

Forwarded to the Municipal Engineer for needful His attention is drawn to Government endorsement No L 11721 of 18-12-1954 wherein Government have directed to stop further proceedings pending Government decision As such he may be allowed to work

Sd/- K Narasimhaiengar,
Municipal Commissioner,
Davangere City Municipality.

"COPY"

K Narasimhaiengar

(K Narasimhaiengar,)
Municipal Commissioner,
Davangere City Municipality.

29/1/55

SPH

(104)

Extract from the Special General Meeting of the City Municipal Council, Davangere, held on 17-1-1955 at 4 P M in the City Municipal offices, ~~Council~~, Davangere

---

PRESENT

Sri. K. Veerabhadrappa, M A ,LL B , President

Subject No.7	Resolution
To consider letter No.L 12402 CM-97-54-10 dated 6-1-1955 - received from the Assistant - Secretary to Government, Education and Local Self Government Departments in the matter of recovery of a sum of Rs.9998-7-1 from R C C. Tank Contractor Messrs Ebrahim Rahimathulla & Co., being the advance outstanding against them in respect of - under-ground drainage works and also to consider taking action against other contractors from ~~ho~~ whom advance amounts are outstanding recovery	Letter No L.12402/CM.97-54-10 dated 6-1-1955 received from the Secretary to Government, Education Department and letter No.H C 2/54-55 dated 7-1-1955 of the Municipal ~~Council~~ Commissioner were read before the council, it was unanimously resolved that legal action be taken to recover the outstanding advances due from the - following contractors

1)	M/S	Ebrahim Rahimathulla & Co.,	Rs.5,215- 6-1
2)	Sri	Dodda Hanumanthappa	Rs 1,733-10-0
3)	"	Rathnappa	Rs 2,225-10-0
4)	"	B N Mahadevappa	Rs 2,999- 0-0
5)	"	Yamunappa	Rs 300- 0-0
6)	"	Sugappa	Rs 150- 0-0
		Total .	Rs 12,623-10-1

x x x

Sd/- K. Veerabhadrappa,
PRESIDENT,
CITY MUNICIPAL COUNCIL,
D A V A N G E R E

"EXTRACT"

K Narasimhaiengar
(K Narasimhaiengar,)
Municipal Commissioner,
Davangere City Municipality

SPH 4

Subject Construction of (105) dam additional
R.C.C. Dam at Devangere

No. L-13290
4/2/55

The Commr Devangere C.G.-Mly
Thro' the proper

Sir,

With reference to your letter No
HC 2/52-55-D, 29.1.55 on the above
subject I am directed to invite
reference to this office letter No L
12402/CM 97-52-10-D, 6/55-
requesting to intimate the action
taken in adjusting the amount
of Rs 9,998-7-0 from the 22 bills
and to state that you have not
intimated, ~~the~~ there is none

I am therefore to request you
kindly to intimate whether
any amount in respect of the
22 bills was passed by you
or ~~[illegible]~~ and if so any
amount was adjusted towards

(106)

the advance due from the Contractor -

I am also to request - you kindly to furnish the views of the DAC in regard to the continuing of the above work to Sri K N Subramanyam immediately

This is for approval

3/2

4/2

Mr Sahu [illegible] [illegible]

DS [illegible]

(107)

Mysore Government
xxxxxxxxxxxxxxx

L 13 290

4/2/55

Education and

The Municipal Commissioner,
Davangere City Municipality
(thro' the President)

With reference to your letter No H C 2/54-55 dated 29-1-1955 on the above subject, I am directed to invite reference to this office letter No L 12402/CM 97-54-10 dated 6-1-1955 requesting to intimate the action taken in adjusting the amount of Rs 9,998-7-0 from the 22 bills and to state that you have not answered this point.

I am therefore to request you kindly to intimate whether any amount in respect of the 22 bills was passed by you and whether any amount was adjusted towards the advance due from the Contractor

I am also to request you kindly to furnish the views of the Municipal Council in regard to the entrusting of the above work to Sri K N Sitaramaiergar, immediately

Yours faithfully,

Sd/-

(S Thothadri Rao)
For Secretary to Government,
Education & L S G Departments

knr-2/4-2

No H.C 2/54-55.

(108)

Municipal Offices
DAVANGERE CITY
Date 9th February 1955

MYSORE SECRETARIAT 8257 11 FEB 1955 MUNICIPAL BRANCH

THE MUNICIPAL COMMISSIONER,
City Municipality,
DAVANGERE

To

The Secretary to the Government of Mysore,
Education & Local Self Government Departments,
BANGALORE

Sir Sub Construction of an Additional R C C Tank in Davangere City.

With reference to your letter No L 13290, dated 4-1-1955 enquiring whether any amount in respect of the 22 bills was passed by me and whether any amount was adjusted towards the advance due from the contractors, I write to inform you that all the 22 bills were duly passed in audit on 31-12-1954 and the total amount of all the 22 bills amounting to Rs 38,220-1-0 was duly adjusted towards the advance due from the contractors The contractors were advanced Rs 47,000/- in 1951 and to this to be added Rs 948-10-0 being the cost of materials supplied, and the cost of work done as against this advance is only Rs 38,220-1-0 which has been adjusted out of the entire proceeds of 22 bills referred to above Even after adjusting full amount of all the 22 bills the contractors are found to be still due to the Municipality a sum of Rs 9,728-9-1

As against this, as already reported to Government in my letter of even No dated 29-1-1955 on the above subject a sum of Rs 4513-3-0 due to the contractors will be set off towards the above advance due from the contractors, on receipt of orders of Government on the recommendation of the Municipal Council urging for the cancellation of the additional R C C Tank work entrusted to ~~these~~ these contractors since the final bill of R C C Tank work can only be adjusted on receipt of Government Orders

A sum of Rs 5,215-6-1 will still be due to the Municipality from the contractors for which the Council have resolved to take legal action for its recovery

P T O

However in this connection I write to submit that in tendering for the construction of the New R C C Tank in October 1952 the contractors have deposited a sum of Rs.6,000/- as tender deposit This amount is held by me in deposit in respect of which I have sought kind orders of Government in the matter of enforcement or otherwise of the penal clause 17 of the Agreement regarding forfeiture of the tender deposit amount If the Government feel that such a forfeiture will be an extreme measure of punishment and if they are inclined to hold that the cancellation of the contract is itself an adequate punishment and do not want to order the forfeiture of the tender deposit, then on receipt of orders of Government this sum of Rs 6,000/- which has been tendered by the contractors as tender deposit could be adjusted towards the balance of advance outstanding against the contractors

I shall submit to Government the views of the Municipal Council regarding entrusting the above work to Sri K Sitarama-Iyengar, after placing the same before them at a Special Meeting shortly

Forwarded,

K. Veerabhadrappa

(K Veerabhadrappa,)
PRESIDENT,
CITY MUNICIPAL COUNCIL
D A V A N G E R E

Yours Faithfully,

K Narasimhaiengar
9-2-53

(K Narasimhaiengar,)
Municipal Commissioner,
Davangere City Municipality

SPH 2

PROCEEDINGS OF THE GOVT OF MYSORE
= = =

READ -

Petition dated 7-12-1954 from Messrs Ebrahim Rahim ~~Ber~~athullah & Co , Contractors thro' their counsel Sri K C Seetharamiah, Advocate, Bangalore City presented to to the Minister for Public Health and Local Self-Government, requesting Govt to allow them to carry on the work of the construction of an additional R C C Tank at Davangere

2 Correspondence ending with letter No R C 2/54-55 dated 9-2-55 from the Municipal Commissioner, Davangere City Municipality, forwarding his detailed report in regard to construction of an additional R C C Tank in Davangere City

- -- - -

ORDER NO L /4236-9/C M 97-54-14
Dated, Bangalore, the 26-2-55
28

The Municipal Commissioner, Davangere City has reported that the contractors were advanced Rs 47,000/- in 1951 for several municipal works and that a sum of Rs 948-10-0 was also later on added being the cost of materials supplied The cost of work done as against the above advance is Rs 38,220/1/0 which has been adjuste out of the ~~entire proceeds~~ sanctioned amounts of 22 bills due to be paid to the contractors Even after adjusting full amount of all the 22 bills the contractors are still due to the Municipality a sum of Rs 9,728-9-0 2) He also reported that a further sum of Rs 4,513-3-0 which is due to the Contractors will be set off towards the above advance A sum of Rs 5,215-6-0 will still be due to the Municipality from the contractors for which the municipal council have resolved to take legal action to recovery of ~~for it recovery~~ Regarding entrusting the work of additional R C C Tank to Sri K Sitarama Iyengar he has reported that the matter is being placed before the

Municipal Council at a special meeting and that their decision will be forwarded to Government,

3) Having considered the question in detail Government feel that the selection of Messrs Ibrahim Rahimatullah & Co , as contractors for the construction of the additional R C C tank at Davangere has not been a happy selection From the very commencement, they have not acted fair to the municipal council It is evident that they lacked the required capital and initiative, industry and zeal for pushing through the work Several warnings sent to them to accelerate the work and show better progress have had no effect Their attention has been drawn to clause 17 of the Agreement according to which the Municipal Commissioner is empowered to annul the contract if there should be unnecessary delay on the part of the Contractor in attending to or carrying out the instructions relating to the prosecution of the work or in the supply of stores They were also told that the cancellation of the contract will debar them from all claims for compensation or for the return of the earnest deposit The Contractors have failed to avail themselves of the several chances given to them to show satisfactory progress

4) Government agree with the Municipal Council that the contract entered into with Messrs Ebrahim Rahimatullah & Co , be cancelled It is seen that a sum of Rs 9,728-9-0 is due to the municipality from the contractors and that a sum of Rs 4,513-3-0 is due to be paid to them They have deposited a sum of Rs 6,000/- as tender deposit for the work This tender deposit of Rs 6,000/- as also the sum of Rs 4,513-3-0 due ~~to be paid~~ to the contractor may be adjusted towards the balance of advance outstanding against the contractors The balance, if any, remaining may be paid back to them

5 Regarding execution of the remaining portion of the R C C Tank work, Government are of the view that the work be entrusted to the P W D as the construction of R C C Tank is a skilled work requiring the constant attention of the technical authorities The P W D authorities are requested to take a final measurement of the work done by these contractors and settle their claims & call for tenders for execution of the remaining work and take action as is necessary to complete the work early The Municipal Council Davangere are requested to place the amount at the disposal of the P W D ~~Authorities~~ by ~~crediting it to 17 (a) P.W Deposits~~ the amount

Secretary to Government,
Education & I S G Departments

To

The Municipal Commissioner, Davangere City Municipality thro' the President with the connected records
" Accountant General ~~thro' 16 Departments~~
" Controller, S A D - do -
" Chief Engineer of Mysore

COPY TO P W D SECRETARIAT)

knr/draft/22 2

Appendix F G —1]

SUBJECT Construction of an additional R.C.C. Tank

Diary No of letter replied to

Mysore Government Secretariat

( )

the 195

Date of issue

Signed by

List of enclosures

Copied by

Examined by

Section C M

File No 97-54

Serial No 15

No L 14240

To 26-2-55

28

Enclosure forwarded to Messrs Ebrahim Rahimatulla & Co Contractors Islampet Davangere City this there Counsel Sri K C Seetharamaiah Sunkal Street advocate of Bangalore City

for reference to their petition dated 7 12 54 presented to the Minister for PWD Labs, re the Construction of an additional R C C Tank at Davangere Messrs Ebrahim Rahimatulla & Co Contractors are hereby informed that

(116)

Cancellation of their Contract &

final orders of Govt. for recovery of advance due ~~to be paid by them~~ from them and about the Execution of an additional R.C.C. Bank have been conveyed to the MI Comm Davangere cf. MIG. They are requested to approach the MI Comm for further details in the matter

Edn Sales & Govt

Memo L 14241-2 / 26-2-55

Copy to

1) The MI Comm Davangere cf. MIG in continuation of his letter No. 14236-9 / 26-2-55 ~~the proceedings 14197-54-1~~ for information

2) The Contractors

(117)

GOVERNMENT OF MYSORE

No. L/14240/CM 97-54-15

Mysore Government Secretariat
Municipal Department.
Dated, Bangalore, 26-2-1955

ENDORSEMENT

To

Messrs Ebrahim Rahimathulla & Co.,
Contractors, Islam Pet,
Davanagere City

Through their Counsel

Sri K.C.Seetharamiah,
Advocate, Sunkal Street,
Bangalore City.

SUBJECT.- Construction of an additional R.C.C. Tank

With reference to their petition dated 7-12-1954, presented to the Minister for Public Health and Local Self-Government, regarding the construction of an additional R.C.C.Tank at Davanagere, Messrs Ebrahim Rahimathulla & Co., are hereby informed that final orders of Government regarding cancellation of their contract and recovery of advance due from them and about the execution of an additional R.C.C. Tank have been conveyed to the Municipal Commissioner, Davanagere City Municipality. They are requested to approach the Municipal Commissioner for further details in the matter.

(SD).
(V.Hanumanthappa)
For Secretary to Government,
Education & L.S.G. Departments.

Memo No L. /14241-2/26-2-55

Copy to -

1) The Municipal Commissioner, Davanagere City Municipality, (thro' the President) in continuation of G O No L/14236-9 CM 97-54-14 dated 26-2-55 for information
2) The Controller, State Accounts Department, Bangalore.

(V Hanumanthappa)
For Secretary to Government,
Education & L.S G Departments.

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Municipal Offices
DAVANGERE CITY
Date 23rd Feb' 1955.

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26 FEB 1955
GOVERNMENT OF MYSORE

THE MUNICIPAL COMMISSIONER,
City Municipality,
DAVANGERE

The Secretary to the Government of Mysore,
EDucation and Local Self Government Departments,
Bangalore.

Subject Construction of an additional R C.C' Tank in Davangere City

-:0 -

In continuation of this Office letter of even No dated 9th February 1955, on the above subject, I write to state that the Municipal Council at their Meeting held on 22-2-1955, have resolved that it is not possible to give estimated rates for the execution of the remaining portion of the work of construction of additional R C C Tank as requested by Sri.Sitaramiengar, but the balance of work of construction of R C C Tank may be entrusted to him if he agrees to execute the work at the rates at present tendered by M/s Ebrahim Rahamatulla and Co.,

A copy of the resolution of the Municipal Council dated 22-2-1955, is enclosed herewith for kind perusal

Forwarded
K. Veerabhadrappa
(K Veerabhadrappa,)
President,
City Municipal Council,
Davangere.

Yours Faithfully,
K Narasimhaiengar
(K Narasimhaiengar,)
Municipal Commissioner,
Davangere City Municipality

An 2)/- Subtle for perusal As final order in this behalf have been passed no action is called for. If approved, this file be placed in the Dwarm file
8257/III)

(116)

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Copy

Extract of the Adjourned Special General Meeting of the City Munic
ouncil, Davangere City Municipality held on 2[illegible]nd February 1955 in t
nicipal Offices at 4 p m

Present

Sri. K Veerabhadrappa, M A ,L L B , President.

Subject:	Resolution:
To consider letter No.L 13290 received from the Secretary to Government Education and L.S G. Departments, requesting to funish the views of the Municipal Council in regard to the entrusting the work of construction of the remaining portion of Additional R.C.C. Tank to contractor Sri K N. Sitaramaiengar.	Unanimously resolved that it not possible to give estimated r for the execution of the remaini portion of work of construction additional R.C C Tank as reques by Sri Sitaramiengar, but the ba of work of construction of R.C C Tank may be entrusted to him if agrees to execute the work at the rates at present tendered by Mess Ebrahim Rahimatulla and Co ,

sd/ K Veerabhadrappa,
President,

' Extract

K Narasimhaiengar
(K Narasimhaiengar,)
Municipal Commissioner,
Davangere City Municipality

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